

Louisville District  
of Engineers  
US Army Corps



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# **Solicitation For**

**OHIO RIVER SHORELINE  
EVANSVILLE, INDIANA**

**REPAIRS TO LOCAL FLOOD PROTECTION  
PROJECT**

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**27 April 1999**

**Solicitation DACW27-99-B-0016**



# SAFETY PAYS

## SPECIFICATIONS INDEX

### OHIO RIVER SHORELINE EVANSVILLE, INDIANA REPAIRS TO LOCAL FLOOD PROTECTION PROJECT

DIVISION	SECTION AND TITLE	PAGES
1 GENERAL		
Civil	01330 SUBMITTAL PROCEDURES .....	01330- 1 to 01330- 5
Civil	01354 ENVIRONMENTAL PROTECTION FOR CIVIL WORKS .....	01354- 1 to 01354- 6
Civil	01451 CONTRACTOR QUALITY CONTROL .....	01451- 1 to 01451- 9
Civil	01500 TEMPORARY CONSTRUCTION FACILITIES.....	01500- 1 to 01500- 4
2 SITE WORK		
Civil	02220 DEMOLITION .....	02220- 1 to 02220- 4
Civil	02500 MISCELLANEOUS CONSTRUCTION.....	02500- 1 to 02500- 4
Civil	02721 CULVERT REPAIR.....	02721- 1 to 02721- 2
Civil	02722 CULVERT SLIP LINING .....	02722- 1 to 02722- 7
Civil	02723 ANNULAR SPACE GROUTING .....	02723- 1 to 02723- 4
Civil	02724 CURED-IN-PLACE PIPE.....	02724- 1 to 02724- 7
Civil	02935 TURF.....	02935- 1 to 02935-10
3 CONCRETE WORK		
Struc	03150 EXPANSION, CONTRACTION, AND CONSTRUCTION JOINTS IN CONC. ....	03150- 1 to 03150- 5
Struc	03307 CONCRETE FOR MINOR STRUCTURES.....	03307- 1 to 03307-10
5 METALS		
Mech	05500 MISCELLANEOUS METAL .....	05500- 1 to 05500- 6

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. DACW27-99-B-0016	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (SFB) <input type="checkbox"/> NEGOTIATED	3. DATE ISSUED 04/2799	PAGE OF PAGES 1 of 5

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.		6. PROJECT NO.
7. ISSUED BY  U.S. Army Engineer District, Louisville Corps of Engineers 600 Dr. Martin Luther King, Jr. Place Louisville, Kentucky 40202-2230		CODE	8. ADDRESS OFFER TO  U.S. Army Engineer District, Louisville Corps of Engineers 600 Dr. Martin Luther King, Jr. Place, Room 821 Louisville, Kentucky 40202-2230	
9. FOR INFORMATION CALL:	A. NAME See Instructions		B. TELEPHONE NO. (Include area code) <b>(NO COLLECT CALLS)</b> See Instruction	

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

**OHIO RIVER SHORELINE; EVANSVILLE, INDIANA; REPAIR TO LOCAL FLOOD PROTECTION PROJECT**

PROJECT CONSIST OF RELINING VARIOUS SIZE CULVERTS, CONCRETE WALL REPAIRS, DEMOLITION OF A PUMP STATION, AND INSTALLATION OF A VORTEX SUPPRESSOR, DEHUMIDIFIER, AND SUMP STARTER AT VARIOUS PUMP STATIONS.

The estimated cost range of this project is from \$500,000.00 TO \$1,000,000.00

**BID MODIFICATIONS RECEIVED BY FACSIMILE OR TELETYPE WILL NOT BE CONSIDERED.**

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>**</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See **Section 00800, Para 1.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 10

## 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 2 copies to perform the work required are due at the place specified in Item 8 by 2:00 P.M. local time May 27, 1999. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☒ is, ☐ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 60 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

DUNS #

CODE

FACILITY CODE

15. TELEPHONE NO. (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

TIN #

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within 60 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

Bidders shall show his prices on the Bid Schedule of this section.

18. The offeror agrees to furnish any required performance and payment bonds.

## 19. ACKNOWLEDGMENT OF AMENDMENTS

The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

## AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
(4 copies unless otherwise specified) Will be identified in  
Delegation letters.ITEM: Sec 105  
Para. 3025. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO  
☐ 10 U.S.C. 2304(c)( ) ☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY CODE

U.S. Army Engineer District, Louisville  
Corps of Engineers, P.O. Box 59  
Louisville, KY 40201-0059

27. PAYMENT WILL BE MADE BY

USACE Finance Ctr. (UFC)  
5720 Integrity Drive EFT:T  
Millington, TN 38054-5005

## CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return   copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD (Contractor is not required to sign this document) Your offer on this solicitation is hereby accepted as to the item listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

Computer Generated

STANDARD FORM 1442 BACK (REV. 4-85)

ALL BIDDERS READ THE FOLLOWING INSTRUCTIONS

1. Each bidder shall, upon request of the Contracting Officer, furnish a list of the plant available to the bidder and proposed for use of the work.
2. Bidders are cautioned that drawings may not be reproduced to exact scale. All drawings, whether full size or reduced, should be checked for potential discrepancies, dimensions and scales should be verified and all drawings compared.
3. Bidders are required to acknowledge receipt of all amendments to this solicitation on Standard Form 1442 in the space provided, by completing Blocks 8 and 15 of the Amendment Form (SF 30), by separate letter, or by telegram prior to opening of bids. Failure to acknowledge all amendments may cause rejection of the bid/proposal.
4. Telegraph modifications may be received at the bidding office by telephone from the receiving telegraph company. The telegraph company shall call (502) 582-5591 to deliver the message. The telegraph company shall confirm the message by sending a copy of the written telegram to the bidding office within 7 calendar days of delivery of the telephone message.

# **CAUTION TO BIDDERS**

**BEFORE SIGNING AND MAILING THIS BID, PLEASE  
TAKE NOTE OF THE FOLLOWING, AS FAILURE TO  
PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE  
YOUR BID TO BE REJECTED.**

1. **AMENDMENTS**. Have you acknowledge receipt of ALL amendments?  
If in doubt as to the number of amendments issued, please contact our office.
2. **AMENDED BID PAGES**. If any of the amendments furnished amended  
bid pages, the amended bid pages must be used for preparation of your bid.
3. **LATE BIDS**. Please refer to the Instructions section contained  
in this package.
4. **BID GUARANTEE**. If bid guarantee is required for this project,  
sufficient bid guarantee in proper form must be furnished with your bid for  
construction projects exceeding \$100,000.
5. **MISTAKE IN BID**. Have you reviewed your bid prices for possible errors  
in calculations or work left out?
6. **FAX MODIFICATIONS OF BIDS**. We do not permit modifications  
of bids by fax.

## SECTION 00010

**BID SCHEDULE****CONTINUATION SHEET**

REFERENCE NO. DOCUMENT BEING CONTINUED

PAGE 5 of 5

DACA27-99-B-0016

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1	Ohio River Shoreline Evansville, Indiana				
	Repairs to local Flood Protection	1	LS		\$ _____
	Demolition of Pump Station #H-5	178	LF		\$ _____
	New Cured-In-Place Pipe (24" Pipe)	52	LF		\$ _____
	New Cured-In-Place Pipe (54" Pipe)	136	LF		\$ _____
	New Cured-In-Place Pipe (60" Pipe)	89	LF		\$ _____
	New 18" Liner Pipe	77	LF		\$ _____
	New 42" Liner Pipe	108	LF		\$ _____
	New 48" Liner Pipe	264	LF		\$ _____
	Concrete Wall Repair	12	CY		\$ _____
	Indiana Revetment Riprap	105	TON		\$ _____
	Indiana #5's	55	TON		\$ _____
	Install Vortex Suppressor (Pump Station K-4)	1	LS		\$ _____
	Install dehumidifier (Pump Station H-6)	1	LS		\$ _____
	Install Sump Pump Starter (Pump Station H-4)	1	LS		\$ _____
	TOTAL BASE				\$ _____
	<u>Special Bid Conditions.</u> If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.				



16 February 1999

SECTION 00105

INSTRUCTIONS FOR SEALED BID CONTRACTS

2 Jan 96

1. SOLICITATION DEFINITIONS - SEALED BIDDING - (July 1987) FAR 52.214-1.

"Government" means United States Government. "Offer" means "bid" in sealed bidding. "Solicitation" means an invitation for bids in sealed bidding.

2. AMENDMENTS TO INVITATIONS FOR BIDS (DEC 1989) FAR 52.214-3.

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid, 3) by letter or telegram, or (4) by facsimile, if facsimile bids are authorized in the solicitation. The Government must receive the acknowledgment by the time and at the place specified for receipt of bids.

3. FALSE STATEMENTS IN BIDS (APR 1984) FAR 52.214-4.

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

20 March 1997

4. SUBMISSION OF BIDS (MAR 1997) FAR 52.214-5 (Para. a-e only).

(a) Bids and bid modifications shall be submitted in sealed envelopes or packages, (unless submitted by electronic means).

(1) Addressed to: U.S. Army Engineer District, Louisville  
600 Dr. Martin Luther King, Jr. Place  
Room 821  
Louisville, Kentucky 40202-2230

(2) Showing the time specified for receipt, the solicitation number, and the name and address of the bidder.

(b) Bidders using commercial carrier services shall ensure that the bid is addressed and marked on the outermost envelope or wrapper as prescribed in subparagraphs (a)(1) and (2) of this provision when delivered to the office specified in the solicitation.

(c) Telegraphic bids will not be considered unless authorized by the solicitation; however, bids may be modified or withdrawn by written or telegraphic notice.

(d) Facsimile bids, modifications, or withdrawals will not be considered unless authorized by the solicitation.

(e) Bids submitted by electronic commerce shall be considered only if the electronic commerce method was specifically stipulated or permitted by the solicitation.

(f) Hand-carried bids shall be deposited in the depository located in Room 821, Federal Building, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky.

(g) Express mail bids shall be addressed as shown in Paragraph (a) (1) above, ATTN: CEORLCT/Hitner.

5. EXPLANATION TO PROSPECTIVE BIDDERS (APR 1984) FAR 52.214-6.

Any prospective bidder desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning a solicitation will be furnished promptly to all other prospective bidders as an amendment to the solicitation, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

20 March 1997

6. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS (MAY 1997)  
FAR 52.214-7.

(a) Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it--

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th); or

(2) Was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(3) Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of bids. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) Was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of bids.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice or telegram (including mailgram) received at any time before the exact time set for receipt of bids. If the solicitation authorizes facsimile bids, bids may be withdrawn via facsimile received at any time before the exact time set for receipt of bids subject to the conditions specified in the provision entitled "Facsimile Bids." A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identify of the person requesting withdrawal is established and the person signs a receipt for the bid.

(h) If an emergency or unanticipated event interrupts normal Government processes so as to cause postponement of the scheduled bid opening, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the opening date, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

#### 7. PREPARATION OF BIDS - CONSTRUCTION (APR 1984) FAR 52.214-18.

(a) Bids must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a bid must initial each erasure or change appearing on any bid form.

(b) The bid form may require bidders to submit prices for one or more items on various bases, including -

- (1) Lump sum bidding;
- (2) Alternate prices;
- (3) Units of construction; or
- (4) Any combination of subparagraphs (1) through (3) above.

(c) If the solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "no bid" in the space provided for any item on which no price is submitted.

(d) Alternate bids will not be considered unless this solicitation authorizes their submission.

1 Aug 96

8. NOT USED.

1 Aug 96

9. NOT USED.

#### 10. BIDDER'S QUALIFICATIONS.

Before a bid is considered for award, the bidder may be requested by the

Government to submit a statement regarding his previous experience in performing comparable work, his business and technical organization, financial resources, and plant available to be used in performing the work. The successful bidders will be required to submit his Workman's Compensation Experience Modification Rate (EMR) for the previous 3 years.

11. NOT USED.

28 March 1998

12. BID GUARANTEE (SEP 1996) FARS 52.228-1 (Para. (a) - (e) only).

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, such as a bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price or \$3,000,000, whichever is less.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the Bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(f) The Bid Bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. Bid bonds are not required for projects under \$100,000.

(g) Individual Sureties. See Paragraph 15.

20 March 1997

13. PERFORMANCE AND PAYMENT BONDS. After the prescribed forms are presented to the bidder to whom award is made for signature, a written contract on the form prescribed by the specifications shall be executed and two bonds, each with good and sufficient surety or sureties acceptable to the Government shall be furnished: a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds will be as follows:

(a) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

(b) Payment Bond.

(1) When the contract price is \$1,000,000 or less, the penal sum will be fifty percent (50%) of the contract price.

(2) When the contract price is in excess of \$1,000,000 but not more than \$5,000,000, the penal sum shall be forty percent (40%) of the contract price.

(3) When the contract price is more than \$5,000,000 the penal sum shall be \$2,500,000.

(c) For rules covering the use of individual sureties see Paragraph 15. Any bonds furnished will be furnished by the Contractor to the Government prior to commencement of contract performance.

14. NOT USED.

15. RULES FOR USE OF INDIVIDUAL SURETIES.

(a) One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets when combined must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

(b) An individual surety may be accepted only if a security interest in acceptable assets is provided to the Government by the individual surety. The security interest shall be furnished with the bond, and may be provided by one or a combination of the following methods:

(1) An escrow account with a federally insured financial institution in the name of the contracting agency.

(2) A lien on real property, subject to restrictions contained herein.

(c) Acceptable assets include:

(1) Cash or certificates of deposit, or other cash equivalents with a federally insured financial institution;

(2) United States Government securities at market value;

(3) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety (these assets will be accepted at 90 percent of their 52 week low, as reflected at the time of submission of the bond);

(4) Real property owned in fee simple by the surety without any form of concurrent ownership (these assets will be accepted at 100 percent of the most current tax assessment value exclusive of encumbrances or 75 percent of the properties' unencumbered market value provided a current appraisal is furnished);

(5) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

(d) Unacceptable assets include but are not limited to:

(1) Notes or accounts receivable;

(2) Foreign securities;

(3) Real property as follows:

a. Real property located outside the United States, its territories, or possessions.

b. Real property which is a principal residence of the

surety.

c. Real property owned concurrently regardless of the form of co-tenancy except where all co-tenants agree to act jointly.

d. Life estates, leasehold estates, or future interests in real property.

(4) Personal property such as jewelry, furs, antiques;

(5) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the Offeror/Contractor;

(6) Corporate assets (e.g., plant and equipment);

(7) Speculative assets (e.g., mineral rights);

(8) Letters of credit, except as provided in subparagraph c(5) above.

(e) With respect to the acceptance of real property, the individual surety shall provide:

(1) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice;

(2) Evidence of the amount due under any encumbrance shown in the evidence of title;

(3) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice.

(4) Failure to provide evidence that the lien has been properly recorded will render the offeror nonresponsible.

(f) An individual may be excluded from acting as individual surety on bonds for any of the following causes:

(1) Failure to fulfill the obligations under any bond.

(2) Failure to disclose all bond obligations.

(3) Misrepresentation of the value of available assets or outstanding liabilities.

(4) Any false or misleading statement, signature or representation on a bond or affidavit of individual suretyship.

(5) Any other cause affecting responsibility as a surety of such serious and compelling nature as may be determined to warrant exclusion.

An individual surety excluded pursuant to this subsection shall be included on the list entitled "Parties Excluded from Procurement Programs."

(g) Any bidder or offeror should carefully review these requirements which are set forth in Section 28 of the Federal Acquisition Regulations (FAR).

20 March 1997

16. SITE VISIT FAR (APR 1984) 52.237-1.

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award. A site visit has been scheduled as follows:

Evansville-Vanderburgh Levee Authority District  
1300 Waterworks Road.  
Evansville, Indiana 47713

Evansville POC: Kelly Lawrence  
(812) 435-6137

Construction  
Division POC: Rick Schipp  
(618) 742-6456

22 Jan 99

17. REQUESTS FOR INFORMATION. Telephone inquiries relating to this procurement should be directed to the Louisville District, Corps of Engineers, as listed below: ORAL EXPLANATIONS OR INSTRUCTIONS GIVEN BEFORE THE AWARD OF A CONTRACT WILL NOT BE BINDING. SEE PARAGRAPH 5: "EXPLANATION TO PROSPECTIVE BIDDERS" FOR PROPER PROCEDURES.

Procurement of Plans  
& Specifications--Denise Gill.....502/582-6544  
Prospective Bidders may find the planholders list on the Internet at  
[http://www.lrl.usace.army.mil/ct/ct\\_pages.htm](http://www.lrl.usace.army.mil/ct/ct_pages.htm)

Technical Questions on Plans  
& Specifications--Linda Davis.....502/582-502/582-5392  
[LDAVIS@SMTP.ORL.USACE.ARMY.MIL](mailto:LDAVIS@SMTP.ORL.USACE.ARMY.MIL)  
FAX: 502-625-7665

18. LOCATION OF BID OPENING. Directions and map to the bid opening address are attached at the end of this section.

24 Sep 1998

19. AVAILABILITY OF SPECIFICATIONS LISTED THE IN GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR Part 101-29 (AUG 1998) FAR 52.211-1

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407, Telephone (202) 619-8925,  
Facsimile (202) 619-8978

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitations, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

4 August 1998

20. AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L (AUG 1998) FAR 52.211-2

(a) Copies of specifications, standards, and data item descriptions cited in this solicitation may be obtained for a fee by submitting a request to the--

Department of Defense Single Stock Point (DoDSSP)  
Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Telephone (215) 697-2667/2179  
Facsimile (215) 697-1462

(b) Order forms, pricing information, and customer support information may be obtained--

(1) By telephone (215) 697-2667/2179; or

(2) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

20 March 1997

21. AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DEC 1991) DFARS 252.211-7001

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Technical Point of Contact stated in Paragraph 17.

Include the number of the solicitation and the title and number of the specification, standard, plan, drawings, or other pertinent document.

22. NOT USED.

16 Feb 1999

23. INDUSTRY SMALL BUSINESS SIZE STANDARDS (JAN 1999) FAR 19.102.

23.1 General.

(a) The SBA establishes small business size standards on an industry-by-industry basis. (See 13 CFR 121.)

(b) Small business size standards are applied by--

(1) Classifying the product or service being acquired in the industry whose definition, as found in the Standard Industrial Classification (SIC) Manual, best describes the principal nature of the product or service being acquired.

(2) Identifying the size standard SBA established for that industry; and

(3) Specifying the size standard in the solicitation, so that offerors can appropriately represent themselves as small or large.

(c) For size standard purposes, a product or service shall be classified in only one industry, whose definition best describes the principal nature of the product or service being acquired even though for other purposes it could be classified in more than one.



(d) When acquiring a product or service that could be classified in two or more industries with different size standards, contracting officers shall apply the size standard for the industry accounting for the greatest percentage of the contract price.

(e) If a solicitation calls for more than one item and allows offers to be submitted on any or all of the items, an offeror must meet the size standard for each item it offers to furnish. If a solicitation calling for more than one item requires offers on all or none of the items, an offeror may qualify as a small business meeting the size standard for the item accounting for the greatest percentage of the total contract price.

(f) Any concern which submits a bid or offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is deemed to be a small business when it has no more than 500 employees, and---

(1) In the case of Government acquisitions set-aside for small businesses, such nonmanufacturer must furnish in the performance of the contract the product of a small business manufacturer or producer, which end product must be manufactured or produced in the United States. The term "nonmanufacturer" includes a concern which can manufacture or produce the product referred to in the specific acquisition but does not do so in connection with that acquisition. For size determination purposes there can be only one manufacturer of the end item being procured. The manufacturer of the end item being acquired is the concern which, with its own forces, transforms inorganic or organic substances including raw materials and/or miscellaneous parts or components into such end item. Whether a bidder on a particular acquisition is the manufacturer or a nonmanufacturer for the purpose of a size determination need not be consistent with whether such concern is or is not a manufacturer for the purpose of the Walsh-Healey Act.

(2) A concern which purchases items and packages them into a kit is considered to be a nonmanufacturer small business and can qualify as such for a given acquisition if it meets the size qualifications of a small nonmanufacturer for acquisition, and if more than 50 percent of the total value of the kit and its contents is accounted for by items manufactured by small business.

(3) For the purpose of receiving a Certificate of Competency on an unrestricted acquisition, a small business nonmanufacturer may furnish any domestically produced or manufactured product.

23.2 The industry size standards are set forth in the following table. The table column labeled "SIC" follows the standard industrial classification code as published by the Government in the Standard Industrial Classification Manual. The Manual is intended to cover the entire field of economic activities. It classifies and defines activities by industry categories and is the source used by SBA as a guide in defining industries for size standards. The number of employees or annual receipts indicates the maximum allowed for a concern, including its affiliates, to be considered small.

### 23.3 Size standards for construction and special trades.

A concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed \$17 million. However, if 75 percent or more of the work (in terms of dollar value) called for by the contract is classified in one of the industries, subindustries, or classes of products listed in this paragraph, the concern is small if its average annual receipts for its preceding 3 fiscal years did not exceed the size standard for that industry, subindustry, or class of products. (See Division C, "Contract Construction," of the SIC Manual).

Classification Code	Industry, Subindustry, or Class of Products	Size Standard*
------------------------	---	-------------------

MAJOR GROUP 15--BUILDING CONSTRUCTION--GENERAL CONTRACTORS  
AND OPERATIVE BUILDERS

1521	General Contractors--Single-Family House	\$17.0
1522	General Contractors--Residential Buildings, Other Than Single-Family	17.0
1531	Operative Builders	17.0
1541	General Contractors--Industrial Buildings and Warehouses	17.0
1542	General Contractors--Nonresidential Buildings Other Than Industrial Buildings and Warehouse	17.0

MAJOR GROUP 16--CONSTRUCTION OTHER THAN BUILDING  
CONSTRUCTION--GENERAL CONTRACTORS

1611	Highway and Street Construction, Except Elevated Highway	17.0
1622	Bridge, Tunnel, and Elevated Highway Construction	17.0
1623	Water, Sewer, Pipe Line, Communication and Power Line Construction	17.0
1629	Heavy Construction, Except Dredging N.E.C.	17.0
1629	Dredging and Surface Cleanup Activities	13.5

MAJOR GROUP 17--CONSTRUCTION--SPECIAL TRADE  
CONTRACTORS

1711	Plumbing, heating (except electric), and air conditioning	\$7
1721	Painting, paperhanging, and decorating	7
1731	Electrical Work	7
1741	Masonry, stone setting, and other stonework	7
1742	Plastering, drywall, acoustical and insulation work	7
1743	Terrazzo, tile, marble, and mosaic work	7
1751	Carpentry Work	7
1752	Floor laying and other floorwork, not elsewhere classified	7
1761	Roofing, siding and sheet metal work	7
1771	Concrete work	7
1781	Water well drilling	7
1791	Structural steel erection	7
1793	Glass and glazing work	7
1794	Excavating and foundation work	7
1795	Wrecking and demolition work	7
1796	Installation or erection of building equipment, not elsewhere classified	7
1799	Special trade contractors, not elsewhere classified	7

\* (Average Annual Receipts) (Millions)

24. CONTRACT PRICES - BIDDING SCHEDULES (DEC 1991) DFARS 52.236-7008.

(a) The Government's payment for the items listed in the Bidding Schedule shall constitute full compensation to the Contractor for--

(1) Furnishing all plant, labor, equipment, appliances, and materials;  
and

(2) Performing all operations required to complete the work in conformity with the drawings and specifications.

(b) The Contractor shall include in the prices for the items in the Bidding Schedule all costs for work in the specifications, whether or not specifically listed in the Bidding Schedule.

2 Jan 96

25. ARITHMETIC DISCREPANCIES EFARS 52.214-5000.

(a) For the purpose of initial evaluations of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit prices and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purposes of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

1 February 1995

26. WAGE RATES. The Wage Decisions of the Secretary of Labor are applicable to the work to be performed under this contract and are contained in SECTION 00800, SPECIAL CONTRACT REQUIREMENTS. Modifications are periodically made to the wage decisions. The complete modifications will be issued by amendment to the solicitation.

24 Sep 1998

27. MODIFICATIONS PRIOR TO DATE SET FOR OPENING BIDS. The right is reserved, as the interest of the Government may require, to revise or amend the specifications and/or drawings prior to the date set for opening of bids. Such revisions and amendments, if any, will be announced by an amendment or amendments to this Invitation for Bids. Copies of such amendments as may be issued will be furnished to all prospective bidders. If the revisions and amendments are of a nature which require material changes in quantities or prices bid or both, the date set for opening bids may be postponed by such number of days as in the opinion of the Contracting Officer will enable bidders to revise their bids. In such cases, the amendment will include an announcement of the new date for opening bids.

24 Sep 1998

28. NOTICE OF BUY AMERICAN ACT REQUIREMENTS - CONSTRUCTION MATERIALS. (MAY 1997) FAR 52.225-12

(a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-5, Buy American Act - Construction Materials, of this solicitation. The terms "construction material" and "domestic construction material," as used in this provision, have the meanings set forth in FAR clause 52.225-5.

(b) Offerors should request a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of offers. For evaluation of a request for a determination

regarding the inapplicability of the requirements of the Buy American Act prior to the time set for receipt of offers, the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-5 shall be included in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act prior to submission of its offer, or has not received a response to a request made prior to submission of its offer, the information and supporting data shall be included in the offer.

(c) Evaluation of offers.

(1) For evaluation of offers, (unless agency regulations specify a higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(3)(i) of FAR clause 52.225-5.

(2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material listed in the solicitation at paragraph (b)(2) of FAR clause 52.225-5, or subsequently excepted in accordance with paragraphs (b)(3)(ii) or (iii) of FAR clause 52.225-5, award shall be made to the offeror that submitted the latter offer.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(2) of FAR clause 52.225-5, offerors also may submit alternate offers based on use of equivalent domestic construction.

(2) If alternate offers are submitted, a separate Standard Form 142 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraph (c) and (d) of FAR clause 52.225-5, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

(3) If the Government determines that a particular exception requested under paragraph (c) of FAR clause 52.225-5 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(i) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

(ii) In negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

29. LISTING OF EMPLOYMENT OPENINGS. Offerors should note that this solicitation includes a provision requiring the listing of employment openings with the local office of the State employment service system if the award is for \$10,000 or more.

22 June 1998

30. SUBMISSION OF INVOICES.

In accordance with Section 00010, Para. 24, submit invoices to:

USACE  
OLMSTED RESIDENT OFFICE  
ATTN: Rick Schipp  
0567 New Dam Road  
Olmsted, IL 62970

16 Feb 1999

31. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL  
EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999) FAR 52.222-23.

(a) The Offeror's attention is called to the EQUAL OPPORTUNITY and the  
AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION clauses of this  
solicitation.

(b) The goals for minority and female participation, expressed in percentage  
terms for the Contractor's aggregate workforce in each trade on all  
construction work in the covered area, are as follows:

.....	
Goals for minority participation for each trade	Goals for female participation in each trade
4.8 %	6.9%
.....	

These goals are applicable to all the Contractor's construction work (whether  
or not it is Federal or Federally assisted) performed in the covered area. If  
the Contractor performs construction work (whether or not it is Federal or  
Federally assisted) in a geographical area located outside the covered area,  
it shall apply the goals established for the geographical area where such work  
is actually performed. Goals are published periodically in the Federal  
Register in notice form, and such notices may be obtained from any Office of  
Federal Contract Compliance Programs (OFCCP) Office.

(c) The Contractor's compliance with Executive Order 11246 as amended and  
the regulations in 41 CFR Part 60-4 shall be based on its implementation of  
the Equal Opportunity clause, specific affirmative action obligations required  
by the clause entitled "Affirmative Action Compliance Requirements for  
Construction" and its efforts to meet prescribed goals. The hours of minority  
and female employment and training must be substantially uniform throughout  
the length of the contract, and in each trade, and the Contractor shall make a  
good faith effort to employ minorities and women evenly on each of its  
projects. The transfer of minority or female employees or trainees from  
Contractor to Contractor or from project to project for the sole purpose of  
meeting the Contractor's goals shall be a violation of the contract, the  
Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the  
goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant  
Secretary, for Federal Contract Compliance, U.S. Department of Labor within 10  
working days of award of any construction subcontract in  
excess of \$10,000 at any tier for construction work under the contract  
resulting from this solicitation. The notification shall list the---

- (1) Name, address and telephone number of the subcontractor; (2)  
Employer's identification number of the subcontractor; (3)  
Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract;

and

(5)Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in the contract resulting from this Solicitation, the "covered area" is the Evansville, Indiana economic area which includes Vanderburgh county, Indiana.

32. NOT USED.

33. PERFORMANCE OF WORK BY CONTRACTOR. Attention is directed to SPECIAL CONTRACT REQUIREMENT: PERFORMANCE OF WORK BY CONTRACTOR. The apparent low bidder must furnish the Contracting Officer, within 5 working days after bid opening, a description of the work which he intends to perform with his own organization, e.g., earthwork, paving, brickwork, or roofing), the percentage of the total work this represents, and the estimated cost thereof.

15 September 1995

34. MODIFICATION OF BIDS BY FACSIMILE. Bidders WILL NOT be allowed to modify their bids at any time by facsimile or teletype.

35. PAYMENT FOR BOND PREMIUMS. CONTRACT CLAUSE: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS provides that upon presentation of evidence of full payment, the Government will immediately reimburse the Contractor the cost of premiums for performance and payment bonds. This reimbursement amount is not in addition to the amount bid for the work covered by this Invitation for Bids, and bidders are cautioned to include the cost of such premiums in the bid items shown on the Bidding Schedule (or in the lump sum amount of the bid if no bid items are listed). If bond premiums are reimbursed under this clause, such reimbursed amount will be recovered by the Government from the progress payments made to the Contractor or, if no progress payments are made, from the amount otherwise due the Contractor upon final payment.

36. AVAILABILITY OF FUNDS (APR 1984) FAR 52.232-18. Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for the contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

37. NOT USED.

20 March 1997

38. SERVICE OF PROTEST (AUG 1996) FAR 52.233-2.

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ms. Denise A. Bauer, Contracting Officer  
U.S. Army Engineer District, Louisville  
Corps of Engineers - ATTN: CEORLCT  
600 Dr. Martin Luther King Jr. Place, Room 821  
Louisville, Kentucky 40202-2230

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCE or within one day of filing a protest with the GAO.

39. COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)  
DFARS 252.204-7001

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLSC; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

20 March 1997

40. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 1998) FAR 52.204-6.

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

41. NOT USED.

42. NOT USED.

43. PRICE BASIS. Prices must be firm. Bids will not be considered which provide for subsequent increase in price.

24 Sep 1998

44. CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION (AUG 1996)  
FAR 52.214-19.

(a) The Government will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the Government, considering only price and the price-related factors specified elsewhere in the solicitation.

(b) The Government may reject any or all bids, and waive informalities on minor irregularities in bids received.

(c) The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the bid.

(d) The Government may reject a bid as nonresponsive if the prices bid are materially unbalanced between line items or subline items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Government even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advance payment.

24 Sep 1998

45. NOT USED.

(1)46. AWARD TO SINGLE BIDDERS. Subject to the provisions contained herein, award shall be made to a single bidder. Bids must include unit prices for each item listed in order that bids may be properly evaluated. Failure to do this shall be cause for rejection of the entire bid. Bids shall be evaluated on the basis of the estimated quantities shown, and award shall be made to that responsible bidder whose total aggregate price is low, subject to the requirements of Para. 47 below.

(2)46. AWARD TO SINGLE BIDDERS. Subject to the provisions contained herein, award shall be made to a single bidder.

47. NOT USED.

48. NOT USED.

49. NOT USED.



**LOCATION OF BID OPENING.** Bidders are provided the following information as a service by the government. The government cannot be held liable for street closures, traffic delays or other problems that may be encountered due to reliance upon the government's suggested routes to the Federal Building.

**Motorist coming from I-65 North:**

Immediately after crossing the Kennedy bridge, take exit I-64 West (St. Louis). Once in I-64, take the 9th street exit. Continue straight on 9th street for approximately seven blocks to Broadway (first major street with two-way traffic). Turn left on Broadway; go two blocks and turn left on 7th street (7th street is one-way north bound). Approximately ½ block north on 7th street is a stop light, our building is on the right just past the light. There should be ample parking available either by street-side or garage parking. Upon entering the building proceed to the eighth floor and go to room 821.

**Motorist coming from I-65 South:**

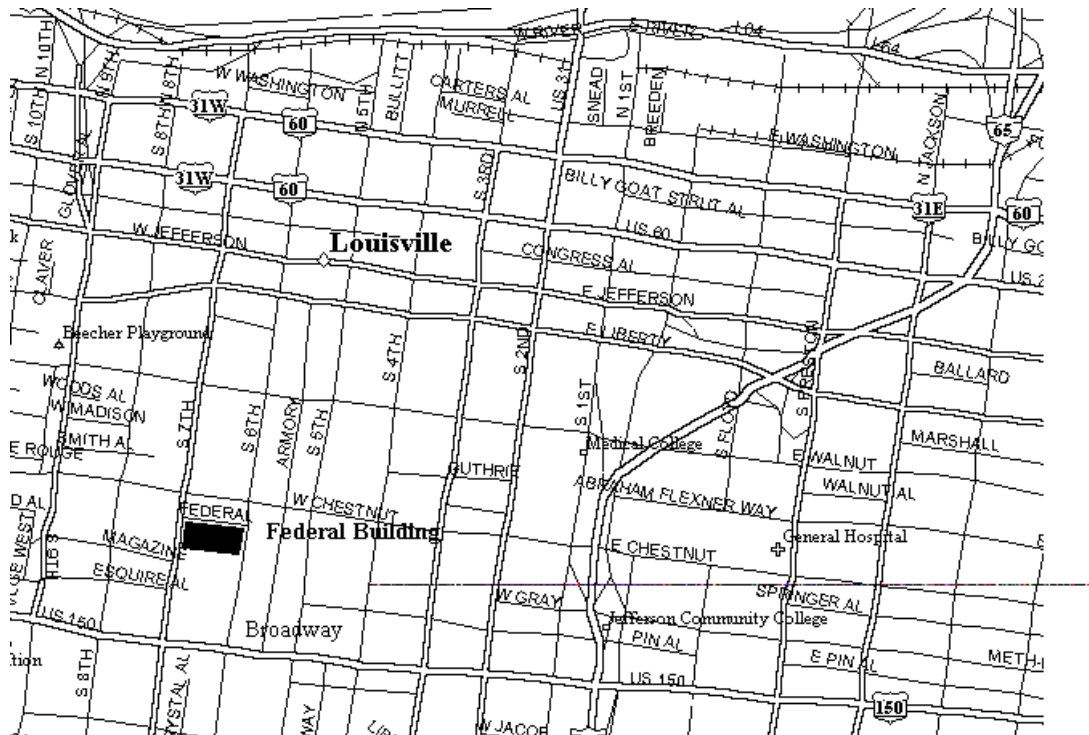
Take Broadway exit and turn left on Broadway (west bound) and continue to 7th street and turn right. Approximately ½ block north on 7th street is a stop light, our building is on the right just past the light. There should be ample parking available either by street-side or garage parking. Upon entering the building proceed to the eighth floor and go to room 821.

**Motorist coming from I-64 East and West:**

Exit the 9th street exit. At the bottom of the ramp continue south down 9th street for approximately seven blocks until you come to Broadway (first major two way street). Turn left on Broadway and to two blocks and turn left on 7th street (7th street is one-way north bound). Approximately ½ block north on 7th street is a stop light, our building is on the right just past the light. There should be ample parking available either by street-side or garage parking. Upon entering the building proceed to the eighth floor and go to room 821.

**Motorist coming from I-71:**

Follow routing for intersecting with I-64 and follow the instructions for I-64 motorists.



**BIDDER: READ CAREFULLY - CHECK ALL APPLICABLE BOXES**

**SECTION 00605**

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDER  
FOR SEALED BID CONSTRUCTION CONTRACTS**

**DATE OF OFFER:** \_\_\_\_\_ **DUNS NO.** \_\_\_\_\_

**SOLICITATION NO.** \_\_\_\_\_ **CAGE NO.** \_\_\_\_\_

**NAME AND ADDRESS OF OFFEROR:** \_\_\_\_\_

The offeror makes the following representations and certifications as part of the offer referenced above.

**1. CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) FAR 52.203-2**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals name in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## **2. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) FAR 52.203-11**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

### 3. TAXPAYER IDENTIFICATION (OCT 1998) FAR 52.204-3

(a) **Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) **Taxpayer Identification Number (TIN).**

- ☐ ] TIN: \_\_\_\_\_
- ☐ ] TIN has been applied for.
- ☐ ] TIN is not required because:
  - ☐ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ☐ ] Offeror is an agency or instrumentality of a foreign government;
  - ☐ ] Offeror is an agency or instrumentality the Federal Government;

(e) **Type of Organization.**

- ☐ ] Sole proprietorship;
- ☐ ] Partnership;
- ☐ ] Corporate entity (not tax-exempt);
- ☐ ] Corporate entity (tax-exempt);
- ☐ ] Government entity (Federal, State, or local);
- ☐ ] Foreign government;
- ☐ ] International organization per 26 CFR 1.6049-4;
- ☐ ] Other \_\_\_\_\_

(f) **Common Parent.**

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name \_\_\_\_\_ TIN \_\_\_\_\_  
(End of provision)

**4. WOMEN-OWNED BUSINESS (OCT 1995) FAR 52.204-5**

(a) **Representation.** The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

(b) **Definition.** "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(End of provision)

**5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) FAR 52.209-5**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

## **6. DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994) DFARS 252.209-7001**

### **(a) Definitions.**

As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405 (j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

- (ii) Holding a management position in the firm, such as a director or officer;
- (iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
- (iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
- (v) Holding 50 percent or more of the indebtedness of a firm.

(b) **Prohibition on award.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **Disclosure.** If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
  - (2) A description of the significant interest held by each government.
- (End of provision)

## **7. COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998) DFARS 52.209-7003**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

## **8. SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998) FAR 52.219-1 (ALTERNATE I) (OCT 1998)**

- (a) (1) The standard industrial classification (SIC) code for this acquisition is 1629.
  - (2) The small business size standard is \$17.0 million.
  - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) **Representations.** (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is [ ] is not a women-owned small business concern.

(4) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls];

\_\_\_\_\_ Black American

\_\_\_\_\_ Hispanic American

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

**(c) Definitions.**

“Small business concern,” as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Woman-owned small business concern,” as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

**(d) Notice.** (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs



established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.
- (End of provision)

#### **9. EQUAL LOW BIDS (OCT 1995) FAR 52.219-2**

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

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(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

#### **10. SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (JAN 1997) FAR 52.219-19**

(a) **Definition.** "Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the standard industrial classification code assigned to a contracting opportunity.

(b) **(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)** The Offeror [ ] is, [ ] is not an emerging small business.

(c) **(Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)** Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts - see paragraph 11(a) (2) Small Business Program Representations).

Number of Employees	(Construction Solicitations) Avg. Annual Gross Revenues
_____ 50 or fewer	_____ \$1 million or less
_____ 51 - 100	_____ \$1,000,001 - \$2 million
_____ 101 -250	_____ \$2,000,001 - \$3.5 million
_____ 251 - 500	_____ \$3,500,001 - \$5 million
_____ 501 - 750	_____ \$5,000,001 - \$10 million
_____ 751 - 1,000	_____ \$10,000,001 - \$17 million
_____ Over 1,000	_____ Over \$17 million

(End of provision)

## **11. PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR 52.222-22**

The offeror represents that--

(a) It [ ] has [ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

## **12. CLEAN AIR AND WATER CERTIFICATION (APR 1984) FAR 52.223-1**

The Offeror certifies that--

(a) Any facility to be used in the performance of this proposed contract [ ] is, [ ] is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(End of Provision)

## **13. CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) FAR 52.223-13**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facilities is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

- ☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within the Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

(End of Section 00605)

**SECTION 00700**  
**INDEX OF CONTRACT CLAUSES (CONSTRUCTION)**  
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**TABLE OF CONTENTS**

<b>1</b>	<b>CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS 252.201-7000</b>
<b>2</b>	<b>DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984) FAR 52.202-1 I</b>
<b>3</b>	<b>GRATUITIES (APR 1984) FAR 52.203-3</b>
<b>4</b>	<b>COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR 52.203-5</b>
<b>5</b>	<b>ANTI-KICKBACK PROCEDURES (JUL 1995) FAR 52.203-7</b>
<b>6</b>	<b>CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR 52.203-8</b>
<b>7</b>	<b>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR 52.203-10</b>
<b>8</b>	<b>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) FAR 52.203-12</b>
<b>9</b>	<b>SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997) DFARS 252.203-7001</b>
<b>10</b>	<b>DISPLAY OF DOD HOTLINE POSTER (DEC 1991) DFARS 252.203-7002</b>
<b>11</b>	<b>PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996) FAR 52.204-4</b>
<b>12</b>	<b>REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) DFARS 252.204-7004</b>
<b>13</b>	<b>PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS 252.205-7000</b>
<b>14</b>	<b>PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) FAR 52.209-6</b>
<b>15</b>	<b>DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990) FAR 211-15</b>
<b>16</b>	<b>VARIATION IN ESTIMATED QUANTITY (APR 1984) FAR 52.211-18</b>
<b>17</b>	<b>AUDIT AND RECORDS--SEALED BIDDING (OCT 1997) FAR 52.214-26</b>
<b>18</b>	<b>PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (OCT 1997) FAR 52.214-27</b>
<b>19</b>	<b>SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS --SEALED BIDDING (OCT 1997) FAR 52.214-28</b>

- 20     **AUDIT AND RECORDS--NEGOTIATION (AUG 1996) FAR 52.215-2**
- 21     **PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)  
FAR 52.215-10**
- 22     **SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) FAR 52.215-12**
- 23     **PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) FAR 52.215-15**
- 24     **REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT  
BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997) FAR 52.215-18**
- 25     **NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR 52.215-19**
- 26     **PRICING ADJUSTMENTS (DEC 1991) DFARS 252.215-7000**
- 27     **UTILIZATION SMALL BUSINESS CONCERNS (JAN 1999) FAR 52.219-8**
- 28     **SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) FAR 52.219-9**
- 29     **SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) ALTERNATE I  
(JAN 1999) FAR 52.219-9 I**
- 30     **SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) ALTERNATE II  
(JAN 1999) FAR 52.219-9 II**
- 31     **LIMITATIONS ON SUBCONTRACTING (DEC 1996) FAR 52.219-14**
- 32     **LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) FAR 52.219-16**
- 33     **SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS  
SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 1996)  
DFARS 252.219-7003**
- 34     **NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR 52.222-1**
- 35     **CONVICT LABOR (AUG 1996) FAR 52.222-3**
- 36     **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME  
COMPENSATION (JUL 1995) FAR 52.222-4**
- 37     **DAVIS-BACON ACT (FEB 1995) FAR 52.222-6**
- 38     **WITHHOLDING OF FUNDS (FEB 1988) FAR 52.222-7**
- 39     **PAYROLLS AND BASIC RECORDS (FEB 1988) FAR 52.222-8**
- 40     **APPRENTICES AND TRAINEES (FEB 1988) FAR 52.222-9**
- 41     **COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) FAR 52.222-10**
- 42     **SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) FAR 52.222-11**
- 43     **CONTRACT TERMINATION--DEBARMENT (FEB 1988) FAR 52.222-12**
- 44     **COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS  
(FEB 1988) FAR 52.222-13**

- 45     **DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) FAR 52.222-14**
- 46     **CERTIFICATION OF ELIGIBILITY (FEB 1988) FAR 52.222-15**
- 47     **PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR 52.222-21**
- 48     **EQUAL OPPORTUNITY (FEB 1999) FAR 52.222-26**
- 49     **AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION  
(FEB 1999) FAR 52.222-27**
- 50     **AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE  
VIETNAM ERA (APR 1998) FAR 52.222-35**
- 51     **AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)  
FAR 52.222-36**
- 52     **EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE  
VIETNAM ERA (JAN 1999) FAR 52.222-37**
- 53     **CLEAN AIR AND WATER (APR 1984) FAR 52.223-2**
- 54     **POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998)  
FAR 52.223-5**
- 55     **DRUG-FREE WORKPLACE (JAN 1997) FAR 52.223-6**
- 56     **OZONE-DEPLETING SUBSTANCES (JUN 1996) FAR 52.223-11**
- 57     **TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) FAR 52.223-14**
- 58     **BUY-AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997)  
FAR 52.225-5**
- 59     **RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998) FAR 52.225-11**
- 60     **BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER EUROPEAN  
COMMUNITY AND NORTH AMERICAN FREE TRADE AGREEMENTS  
(JUN 1997) FAR 52.225-15**
- 61     **BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER EUROPEAN  
COMMUNITY AND NORTH AMERICAN FREE TRADE AGREEMENTS  
(JUN 1997) ALTERNATE I (MAY 1997) FAR 52.225-15 I**
- 62     **SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992) DFARS 252.225-7031**
- 63     **UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED  
ECONOMIC ENTERPRISES (JAN 1999) FAR 52.226-1**
- 64     **AUTHORIZATION AND CONSENT (JUL 1995) FAR 52.227-1**
- 65     **PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) FAR 52.227-4**
- 66     **RIGHTS IN SHOP DRAWINGS (APR 1966) DFARS 252.227-7033**
- 67     **ADDITIONAL BOND SECURITY (OCT 1997) FAR 52.228-2**

- 68 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)  
FAR 52.228-5
- 69 PLEDGES OF ASSETS (FEB 1992) FAR 52.228-11
- 70 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)  
FAR 52.228-12
- 71 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) FAR 52.229-3
- 72 SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS 252.231-7000
- 73 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS  
(MAY 1997) FAR 52.232-5
- 74 INTEREST (JUN 1996) FAR 52.232-17
- 75 ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984) FAR 52.232-23 I
- 76 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997) FAR 52.232-27
- 77 PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998)  
DFARS 252.232-7009
- 78 DISPUTES (DEC 1998) FAR 52.233-1
- 79 PROTEST AFTER AWARD (AUG 1996) FAR 52.233-3
- 80 DIFFERING SITE CONDITIONS (APR 1984) FAR 52.236-2
- 81 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK  
(APR 1984) FAR 52.236-3
- 82 MATERIAL AND WORKMANSHIP (APR 1984) FAR 52.236-5
- 83 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) FAR 52.236-6
- 84 PERMITS AND RESPONSIBILITIES (NOV 1991) FAR 52.236-7
- 85 OTHER CONTRACTS (APR 1984) FAR 52.236-8
- 86 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT,  
UTILITIES, AND IMPROVEMENTS (APR 1984) FAR 52.236-9
- 87 OPERATIONS AND STORAGE AREAS (APR 1984) FAR 52.236-10
- 88 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) FAR 52.236-11
- 89 CLEANING UP (APR 1984) FAR 52.236-12
- 90 ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991) FAR 52.236-13 I
- 91 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) FAR 52.236-15
- 92 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)  
FAR 52.236-21

- 93      **PRECONSTRUCTION CONFERENCE (FEB 1995) FAR 52.236-26**
- 94      **MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)  
DFARS 252.236-7000**
- 95      **BANKRUPTCY (JUL 1995) FAR 52.242-13**
- 96      **SUSPENSION OF WORK (APR 1984) FAR 52.242-14**
- 97      **POSTAWARD CONFERENCE (DEC 1991) DFARS 252.242-7000**
- 98      **CHANGES (AUG 1987) FAR 52.243-4**
- 99      **PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS 252.243-7001**
- 100     **REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS 252.243-7002**
- 101     **GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) FAR 52.245-2**
- 102     **GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)  
FAR 52.245-4**
- 103     **REPORTS OF GOVERNMENT PROPERTY (MAY 1994) DFARS 252.245-7001**
- 104     **INSPECTION OF CONSTRUCTION (AUG 1996) FAR 52.246-12**
- 105     **VALUE ENGINEERING--CONSTRUCTION (MAR 1989)  
ALTERNATE I (APR 1984) FAR 52.248-3 I**
- 106     **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)  
(SEP 1996)--ALTERNATE I (SEP 1996) FAR 52.249-2 I**
- 107     **DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) FAR 52.249-10**
- 108     **COMPUTER GENERATED FORMS (JAN 1991) FAR 52.253-1**



**1. CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS 252.201-7000**

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a Contracting Officer's Representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

**2. DEFINITIONS (OCT 1995)--ALTERNATE I (APR 1984) FAR 52.202-1 I**

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (d)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (d)(1) or (d)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

**3. GRATUITIES (APR 1984) FAR 52.203-3**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

**4. COVENANT AGAINST CONTINGENT FEES (APR 1984) FAR 52.203-5**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract or any basis other than the merits of the matter.

(End of clause)

## **5. ANTI-KICKBACK PROCEDURES (JUL 1995) FAR 52.203-7**

### *(a) Definitions.*

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from--

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of clause)

## **6. CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR 52.203-8**

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e) (1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

## **7. PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) FAR 52.203-10**

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation. In the case of a contract modification, the fee subject to reduction is the fee specified in the particular contract modification at the time of execution, except as provided in subparagraph (b)(5) of this clause.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

(i) For base fee established in the contract at the time of contract award;

(ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

(i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

(ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract.

The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

## **8. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) FAR 52.203-12**

(a) *Definitions.*

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.
- (3) A special Government employee, as defined in section 202, title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

“Regularly employed,” as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

“State,” as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibitions.*

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) *Agency and legislative liaison by own employees.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person’s products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person’s products or services for an agency’s use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) *Professional and technical services.*

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal

action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

- (2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, “professional and technical services” shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance of operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of this or her client’s proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) *Disclosure.*

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing are attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempting to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the

calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) *Agreement.* The Contractor agrees not to make any payment prohibited by this clause.

(e) *Penalties.*

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

## **9. SPECIAL PROHIBITION ON EMPLOYMENT (JUN 1997) DFARS 252.203-7001**

(a) *Definitions.* As used in this clause--

(1) "Arising out of a contract with the DoD" means any act in connection with--

(i) Attempting to obtain,

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) 10 U.S.C. 2408 provides that any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from:

(1) Working in a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) Serving on the board of directors of any DoD contractor or first-tier subcontractor; or

(3) Serving as a consultant to any DoD contractor or first-tier subcontractor.

(c) Unless waived, the prohibition in paragraph (b) applies for five years from the date of conviction.

(d) 10 U.S.C. 2408 further provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly--

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as--

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibitions in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify--

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver, and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in part 12 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

**10. DISPLAY OF DOD HOTLINE POSTER (DEC 1991) DFARS 252.203-7002**

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

**11. PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)  
FAR 52.204-4**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standards is 50 percent recovered material content of certain industrial by-products.

(End of clause)

**12. REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)  
DFARS 52.204-7004**

(a) Definitions. As used in this clause—

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System+4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during the performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offer ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

(End of clause)



**13. PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS  
(DEC 1991) DFARS 252.205-7000**

(a) *Definition.*

“Cooperative agreement holder” means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450(c)); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e)) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

**14. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH  
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT  
(JUL 1995) FAR 52.209-6**

(a) The Government suspends or debar Contractors to protect the Government’s interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reasons(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government’s interest when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

(End of clause)

**15. DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEP 1990)  
FAR 52.211-15**

*NOTE: This clause applies only to military contracts.*

This is a rated order certified for national defense use, and the contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

(End of clause)

**16. VARIATION IN ESTIMATED QUANTITY (APR 1984) FAR 52.211-18**

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to

be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgment of the Contracting Officer, is justified.

(End of clause)

#### **17. AUDIT AND RECORDS--SEALED BIDDING (OCT 1997) FAR 52.214-26**

*NOTE: This clause applies only to sealed bid contracts.*

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) *Comptroller General.* In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) *Availability.* The Contractor shall make available at its office at all reasonable times the materials described in paragraph (b) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

(End of clause)

#### **18. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING (OCT 1997) FAR 52.214-27**

*NOTE: This clause applies only to sealed bid contracts*

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead

and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data has been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621 (a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

## **19. SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS-SEALED BIDDING (OCT 1997) FAR 52.214-28**

*NOTE: This clause applies only to sealed bid contracts.*

(a) The requirements of paragraphs (b) and (c) of this clause shall (1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), and (2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specified identification in writing), unless an exception under FAR 15.403-1(b) applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

(End of clause)

## **20. AUDIT AND RECORDS--NEGOTIATION (AUG 1996) FAR 52.215-2**

*NOTE: This clause applies only to negotiated contracts.*

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Comptroller General.*--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract, or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement; and

(2) Records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (c) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

## **21. PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997) FAR 52.215-10**

*NOTE: This clause applies only to negotiated contracts.*

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because --(1) The Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; (2) A subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) The actual subcontract; or (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(c)(1) If the Contracting Officer determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (c)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date

(ii) An offset shall not be allowed if--

(A) The understated data was known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data has been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(d) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable under payment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

(End of clause)

## **22. SUBCONTRACTOR COST OR PRICING DATA (OCT 1997) FAR 52.215-12**

*NOTE: This clause applies only to negotiated contracts.*

(a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either--

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data--Modifications.

(End of clause)

## **23. PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) FAR 52.215-15**

*NOTE: This clause applies only to negotiated contracts.*

(a) The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate a defined-benefit pension plan or otherwise recapture such pension fund assets.

(b) For segment closings, pension plan terminations, or curtailment of benefits, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12) for contracts and subcontracts that are subject to Cost Accounting Standards (CAS) Board rules and regulations (48 CFR Chapter 99). For contracts and subcontracts that are not subject to CAS, the adjustment amount shall be the amount measured, assigned, and allocated in accordance with 48 CFR 9904.413-50(c)(12), except the numerator of the fraction at 48 CFR 9904.413- 50(c)(12)(vi) shall be the sum of the pension plan costs allocated to all non-CAS-covered contracts and subcontracts that are subject to Federal Acquisition Regulation (FAR) Subpart 31.2 or for which cost or pricing data were submitted.

(c) For all other situations where assets revert to the Contractor, or such assets are constructively received by it for any reason, the Contractor shall, at the Government's option, make a refund or give a credit to the Government for its equitable share of the gross amount withdrawn. The Government's equitable share shall reflect the Government's participation in pension costs through those contracts for which cost or pricing data were submitted or that are subject to FAR Subpart 31.2.

(d) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(g).

(End of clause)

## **24. REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997) FAR 52.215-18**

*NOTE: This clause applies only to negotiated contracts.*

The Contractor shall promptly notify the Contracting Officer in writing when it determines that it will terminate or reduce a PRB plan. If PRB fund assets revert, or inure, to the Contractor or are constructively received by it under a plan termination or otherwise, the Contractor shall make a refund or give a credit to the Government for its equitable share as required by FAR 31.205-6(o)(6). The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirements of FAR 15.408(j)

(End of clause)

## **25. NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) FAR 52.215-19**

*NOTE: This clause applies only to negotiated contracts.*

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, which could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-- (1) Maintain current, accurate, and complete inventory records of assets and their costs; (2) Provide the ACO or designated representative ready access to the records upon request; (3) Ensure that all individual and

grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract which meet the applicability requirement of FAR 15.408(k).

(End of clause)

## **26. PRICING ADJUSTMENTS (DEC 1991) DFARS 252.215-7000**

*NOTE: This clause applies only to negotiated contracts.*

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

## **27. UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 1999) FAR 52.219-8**

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract—

(1) "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concerns owned and controlled by socially and economically disadvantaged individuals means a small business concern that represents as part of its offer, that it meets the definition of a small disadvantaged business concern in 13 CFR 124.1002.

(4) "Small business concern owned and controlled by women" means a small business concern –

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women, and

(ii) Whose management and daily business operations are controlled by one or more women; and

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals or a small business concern owned and controlled by women.

(End of clause)

## **28. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) FAR 52.219-9**

*NOTE: This clause applies to negotiated solicitations over \$1,000,000.00. See also FAR 52.219-9 II below*

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business, with small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror’s total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern’s size and ownership characteristics for purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA’s list of small disadvantaged business concerns as an accurate representation of a concern’s size and ownership characteristics for the purpose of maintaining a small disadvantaged business source list. Use of PRO-Net and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and



(iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and

(iv) Ensure that its subcontractors agree to submit SF 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether HUBZone small business concerns were solicited and, if not why not;

(C) Whether small disadvantaged business concerns were solicited and if not, why not;

(D) Whether women-owned small business concerns were solicited and if not, why not; and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact –

(A) Trade associations;

(B) Business development organizations; and

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need to comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representative of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business, HUBZone small business, small disadvantaged business, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with –

(1) The clause of this contract entitled "Utilization of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

## **29. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) ALTERNATE I (JAN 1999) FAR 52.219-9 I**

*NOTE: This clause applies only to sealed-bid solicitations over \$1,000,000.00.*

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, which separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontractor to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to HUBZone small business concerns;

(iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone small, small disadvantaged and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purpose of maintaining a small disadvantaged business source list. Use of PRO-Net and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) HUBZone small business concerns;

(iii) Small disadvantaged business concerns; and

(iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
  - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating –
    - (A) Whether small business concerns were solicited and if not, why not;
    - (B) Whether HUBZone small business concerns were solicited and, if not, why not;
    - (C) Whether small disadvantaged business concerns were solicited and if not, why not;
    - (D) Whether women-owned small business concerns were solicited and if not, why not; and
    - (E) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact –
    - (A) Trade associations;
    - (B) Business development organizations; and
    - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged and women-owned small business sources.
  - (v) Records of internal guidance and encouragement provided to buyers through –
    - (A) Workshops, seminars, training, etc., and
    - (B) Monitoring performance to evaluate compliance with the program's requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representative of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business, HUBZone small business, small disadvantaged business, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
- (1) The master plan has been approved
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial shall plan relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with –

(1) The clause of this contract entitled "Utilization of Small Business Concerns," or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

**30. SMALL BUSINESS SUBCONTRACTING PLAN (JAN 1999) ALTERNATE II (JAN 1999)  
FAR 52.219-9 II**

*NOTE: This clause applies only to negotiated solicitations over \$1,000,000, when a subcontracting plan is required with the initial proposal as described in Sections 00110 & 00115.*

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan, which separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as

subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

- (2) A statement of--
  - (i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;
  - (ii) Total dollars planned to be subcontracted to small business concerns;
  - (iii) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (v) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
  - (i) Small business concerns;
  - (ii) HUBZone small business concerns;
  - (iii) Small disadvantaged business concerns; and
  - (iv) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small business, HUBZone small, small disadvantaged, and women-owned small business concerns trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for purposes of maintaining a small and women-owned small business source list. A firm shall rely on the information contained in SBA's list of small disadvantaged business concerns as an accurate representation of a concern's size and ownership characteristics for the purpose of maintaining a small disadvantaged business source list. Use of PRO-Net and/or the SBA list of small disadvantaged business concerns as its source lists does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –
  - (i) Small business concerns,
  - (ii) HUBZone small business concerns;
  - (iii) Small disadvantaged business concerns, and
  - (iv) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will—
  - (i) Cooperate in any studies or surveys as may be required;
  - (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and
  - (iv) Ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

- (i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) Organizations contacted in an attempt to locate sources that small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—
    - (A) Whether small business concerns were solicited and if not, why not;
    - (B) Whether HUBZone small business concerns were solicited and, if not, why not;
    - (C) Whether small disadvantaged business concerns were solicited and if not, why not;
    - (D) Whether women-owned small business concerns were solicited and if not, why not; and
    - (E) If applicable, the reason award was not made to a small business concern.
  - (iv) Records of any outreach efforts to contact—
    - (A) Trade associations,
    - (B) Business development organizations, and
    - (C) conferences and trade fairs to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business sources.
  - (v) Records of internal guidance and encouragement provided to buyers through –
    - (A) Workshops, seminars, training, etc., and
    - (B) Monitoring performance to evaluate compliance with the program’s requirements.
  - (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor’s lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.
  - (3) Counsel and discuss subcontracting opportunities with representative of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small business, HUBZone small business, small disadvantaged business, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—
- (1) The master plan has been approved;
  - (2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial shall plan relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with –
    - (1) The clause of this contract entitled “Utilization of Small Business Concerns,” or
    - (2) An approved plan required by this clause, shall be a material breach of the contract.
  - (j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

### **31. LIMITATIONS ON SUBCONTRACTING (DEC 1996) FAR 52.219-14**

*NOTE: This clause applies only if the contract, or any portion of the contract is set-aside for small business or set-aside for the 8(a) program.*

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

### **32. LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) FAR 52.219-16**

(a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.



- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.  
(End of clause)

**33. SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (APR 1996) DFARS 252.219-7003**

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.*

“Historically black colleges and universities,” as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions,” as used in this clause, means institutions meeting the requirement of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term “small disadvantaged business,” when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

- (1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and
- (2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor’s small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protégé Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

- (1) Protégé firms which are qualified organizations employing the severely handicapped; and
- (2) Former protégé firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor’s cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

**34. NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) FAR 52.222-1**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

**35. CONVICT LABOR (AUG 1996) FAR 52.222-3**

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the

Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

- (a) (1) The worker is paid or is in an approved work training program on a voluntary basis;
- (2) Representatives of local union central bodies or similar labor union organizations have been consulted;
- (3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
- (4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
- (b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

**36. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME  
COMPENSATION (JUL 1995) FAR 52.222-4**

(a) *Overtime requirements.* No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1-1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanical employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) *Payrolls and basic records.* (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

(End of clause)

**37. DAVIS-BACON ACT (FEB 1995) FAR 52.222-6**

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approved an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination.

(ii) The classification is utilized in the area by the construction industry.

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(d) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

### **38. WITHHOLDING OF FUNDS (FEB 1988) FAR 52.222-7**

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

### **39. PAYROLLS AND BASIC RECORDS (FEB 1988) FAR 52.222-8**

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents. U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor

or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

#### **40. APPRENTICES AND TRAINEES (FEB 1988) FAR 52.222-9**

(a) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rates) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) *Equal employment opportunity.* The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

#### **41. COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988) FAR 52.222-10**

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

**42. SUBCONTRACTS (LABOR STANDARDS) (FEB 1988) FAR 52.222-11**

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination--Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility*, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall delivery to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall delivery to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

**43. CONTRACT TERMINATION--DEBARMENT (FEB 1988) FAR 52.222-12**

A breach of the contract clauses entitled *Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility*, may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

**44. COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988) FAR 52.222-13**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

**45. DISPUTES CONCERNING LABOR STANDARDS (FEB 1988) FAR 52.222-14**

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

**46. CERTIFICATION OF ELIGIBILITY (FEB 1988) FAR 52.222-15**

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

**47. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) FAR 52.222-21**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies, or employee custom. The term does not include separate or single-user rest rooms and necessary dressing or sleeping areas, which shall be provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

**48. EQUAL OPPORTUNITY (FEB 1999) FAR 52.222-26**

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor all provide information necessary to determine the applicability of this clause.

(b) During performance of this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the contractor has filed within the 12 months preceding the date of contract award, the Contractor shall within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246; as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontract or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

#### **49. AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999) FAR 52.222-27**

(a) *Definitions.*

“Covered area,” as used in this clause, means the geographical area described in the solicitation for this contract.

“Deputy Assistant Secretary,” as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor or a designee.

“Employer’s identification number,” as used in this clause, means the Federal Social Security number used on the employer’s quarterly federal tax return, U.S. Treasury Department Form 941.

“Minority,” as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor’s or subcontractor’s failure to make good-faith efforts to achieve the plan’s goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.



(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative actions obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participate may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Make a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable

form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(o) Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

**50. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998) FAR 52.222-35**

(a) *Definition.* As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system, means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the employment opening is to be filled including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no considered will be given to persons outside the Contractor's organization (including affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employee decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) *General.* (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion or transfer;
- (iv) Recruitment;
- (v) Advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) *Listing openings.* (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system,

it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) *Applicability.* This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) *Postings.* (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) *Noncompliance.* If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

## **51. AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) FAR 52.222-36**

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating—

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (*e.g.*, the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act

and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical and mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

## **52. EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999) FAR 52.222-37**

(a) Unless the Contractor is a State or local government agency, the contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workplace of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending data selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1 of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each contractor subject to the reporting requirements at 38 U.S.C.4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

## **53. CLEAN AIR AND WATER (APR 1984) FAR 52.223-2**

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401 et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

“Facility,” as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

“Water Act,” as used in this clause, means Clean Water Act (33 U.S.C. 1251 et seq.).

(b) The Contractor agrees--

(1) To comply with the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

#### **54. POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (APR 1998) FAR 52.223-5**

(a) Executive Order 12856 of August 3, 1993, requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(b) The Contractor shall provide all information needed by the Federal facility to comply with the emergency planning reporting requirements of Section 302 of EPCRA; the emergency notice requirements of Section 304 of EPCRA; the list of Material Data Safety Sheets required by Section 311 of EPCRA; the emergency and hazardous chemical inventory forms of Section 312 of EPCRA; the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA; and the toxic chemical reduction goals requirements of Section 3-302 of Executive Order 12856.

(End of clause)

#### **55. DRUG-FREE WORKPLACE (JAN 1997) FAR 52.223-6**

(a) Definitions. As used in this clause--

“Controlled substance” means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

“Drug-free workplace” means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

“Employee” means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

“Individual” means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall--within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--
- (i) The dangers of drug abuse in the workplace;
  - (ii) The Contractor's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.
- (End of clause)

## **56. OZONE-DEPLETING SUBSTANCES (JUN 1996) FAR 52.223-11**

(a) *Definition.* "Ozone-depleting substance", as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\*, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\*The Contractor shall insert the name of the substance(s).

(End of clause)

## **57. TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) FAR 52.223-14**

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor

shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023 (b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been file with EPA);

(4) The facility does not fall within the Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any one of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

## **58. BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUN 1997) FAR 52.225-5**

*NOTE: This clause applies only to contracts less than \$6,500,000.*

(a) *Definitions.* As used in this clause--

The Buy American Act (41 U.S.C. 10) provides that the Government give preference to domestic construction material.

“Components” means those articles, materials, and supplies incorporated directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

“Domestic construction material” means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.



(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows: (List will appear in Section H if required. )

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated.

However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception of the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information any applicable supporting data based on the survey of suppliers shall be included in the request:

## FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction material description	Unit of measure	Quantity	(dollars) *	Price
Item 1:				
Foreign construction material				
Domestic construction material				
Item 2:				
Foreign construction material				
Domestic construction material				
List name, address, telephone number, and contract for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.				

\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

### 59. RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998) FAR 52.225-11

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, and North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

### 60. BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997) FAR 52.225-15

*NOTE: This clause applies only to acquisitions with an acquisition value of \$7,311,000 or more.*

(a) *Definitions.* As used in the clause--

“Components” means those articles, materials, and supplies incorporate directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

“Designated country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or
- (2) In the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

“Domestic construction material” means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

“North American Free Trade Agreement (NAFTA) country” means Canada or Mexico.

“NAFTA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a NAFTA country, or  
(2) In the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b) (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA country construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

*(If applicable this listing will be placed in Section 00800)*

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(5) The Contractor agrees that only domestic construction materials, NAFTA country construction materials, or designated country construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials if any, listed in paragraph (b)(3) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(4) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction materials shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration all be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration all not be less than the differential established in paragraph (b)(4)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

<u>Construction Material</u> <u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u>	<u>Price</u> <u>(dollars) *</u>
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

*[List name, address, telephone number, and contract for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]*

(End of clause)

**61. BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (JUN 1997) ALTERNATE I (MAY 1997) FAR 52.225-15 I**

*NOTE: This clause applies only to acquisitions with an acquisition value from \$6,500,000 to \$7,311,000.*

(a) *Definitions.* As used in the clause--

“Components” means those articles, materials, and supplies incorporate directly into construction materials.

“Construction material” means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

“Designated country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a designated country (as defined at FAR 25.401), or

(2) In the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

“Domestic construction material” means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the U.S., if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

“North American Free Trade Agreement (NAFTA) country” means Canada or Mexico.

“NAFTA country construction material” means a construction material that

(1) Is wholly the growth, product, or manufacture of a NAFTA country, or

(2) In the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b) (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The Trade Agreement Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA country construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

*(If applicable this listing will be placed in Section 00800)*

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(5) The Contractor agrees that only domestic construction materials, or NAFTA country construction materials, will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(3) of this clause.

(c) *Request for determination.* (1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(4) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction materials shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration all be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration all not be less than the differential established in paragraph (b)(4)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

included in the request:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
<u>Construction Material</u> <u>Description</u>	<u>Unit of</u> <u>Measure</u>	<u>Quantity</u>	<u>Price</u> <u>(dollars) *</u>
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

*[List name, address, telephone number, and contract for suppliers surveyed. Attach copy of response; if oral, attach summary.]*

*[Include other applicable supporting information.]*

*[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate is issued).]*

(End of clause)

## **62. SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992) DFARS 252.225-7031**

(a) *Definitions.* As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel of Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(End of clause)

**63. UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (JAN 1999) FAR 52.226-1**

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at FAR 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted and approved under paragraph (g) of the clause at 52.219-9.

(b) *Definitions.* As used in this clause:

“Indian” means any person who is a member of any Indian tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

“Indian-organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the self-certification of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the self-certification of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract;
- (ii) The target cost of a cost-plus-incentive-fee prime contract;
- (iii) The target cost and ceiling price of a fixed price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost, or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. The Contracting Officer shall seek funding in accordance with agency procedures. The Contracting Officer’s decision is final and not subject to the Dispute clause of this contract.

(End of clause)

**64. AUTHORIZATION AND CONSENT (JUL 1995) FAR 52.227-1**

(a) The Government authorizes and consents to all use and manufacture, in performing any contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the

Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

**65. PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984) FAR 52.227-4**

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

**66. RIGHTS IN SHOP DRAWINGS (APR 1966) DFARS 252.227-7033**

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

(End of clause)

**67. ADDITIONAL BOND SECURITY (OCT 1997) FAR 52.228-2**

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government;

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting Officer has the right to immediately draw on the ILC.

(End of clause)

**68. INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)  
FAR 52.228-5**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the

insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

**69. PLEDGES OF ASSETS (FEB 1992) FAR 52.228-11**

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

**70. PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)  
FAR 52.228-12**

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

**71. FEDERAL, STATE, AND LOCAL TAXES (JAN 1991) FAR 52.229-3**

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable, on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.



(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceed \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

## **72. SUPPLEMENTAL COST PRINCIPLES (DEC 1991) DFARS 52.231-7000**

When the allowability of costs under this contract is determined in accordance with Part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with Part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

## **73. PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997) FAR 52.232-5**

(a) *Payment of price.* The Government shall pay the Contractor the contract price as provided in this contract.

(b) *Progress payments.* The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the amount included for work performed by each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) *Contractor certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code; and

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

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(Name)

---

(Title)

---

(Date)

(d) *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and  
(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) *Retainage.* If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) *Reimbursement for bond premiums.* In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) *Final payment.* The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) *Limitation because of undefinitized work.* Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A “contract action” is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) *Interest computation on unearned accounts.* In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

#### **74. INTEREST (JUNE 1996) FAR 52.232-17**

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

#### **75. ASSIGNMENT OF CLAIMS (JAN 1986) ALTERNATE I (APR 1984) FAR 52.232-23 I**

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

#### **76. PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997) FAR 52.232-27**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer. Definitions of pertinent terms are set forth in 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice Payments--(1) Types of invoice payments.* For purposes of this clause, there are several types of invoice payments which may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. However, if the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

- (B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

- (A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be deemed to be the 30th day after the date the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.
- (B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

- (i) Name and address of the Contractor
- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)
- (iii) Contract number or other authorization for work or services performed (including order number and contract line item number).
- (iv) Description of work or services performed.
- (v) Delivery and payment terms (e.g., prompt payment discount terms).
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in event of a defective invoice.
- (viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.
- (ix) Any other information or documentation required by the contract.
- (x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) *Interest penalty.* An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment will be made on the following business day without incurring a late payment interest penalty.

- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) *Computing penalty amount.* The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to

as the "Renegotiation Board Interest Rate," and it is published in the *Federal Register* semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount, and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of the time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1.00 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) *Prompt payment discounts.* An interest penalty shall also be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) *Additional interest penalty.* (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands may be postmarked on or before the 40th day after payment was made, except that--

- (1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or
  - (2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.
- (iii) (A) The additional penalty shall be equal to 100 percent of any original late payment, except--
  - (1) The additional penalty shall not exceed \$5,000;
  - (2) The additional penalty shall never be less than \$25; and
  - (3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.
- (B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(a) of the clause.
- (C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.
- (D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract Financing Payments.* (1) *Due dates for recurring financing payments.* If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payment shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) *Due dates for other contract financing.* For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) *Interest penalty not applicable.* Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) *Subcontract clause requirements.* The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) *Prompt payment for subcontractors.* A payment clause which obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) *Interest for subcontractors.* An interest penalty clause which obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due to made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligations to pay an interest penalty.

(3) *Subcontract clause flowdown* A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) *Subcontract clause interpretation.* The clauses required by paragraph (c) of this clause shall not be construed to impair the right of Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) *Retainage permitted.* Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to

by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and payment bond;

(2) *Withholding permitted.* Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) *Withholding requirements.* Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) *Subcontractor withholding procedures.* If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) *Subcontractor notice.* Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) *Contracting Officer notice.* Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) *Subcontractor progress payment reduction.* Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) *Subsequent subcontractor payment.* Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) *Notice to Contracting Officer.* Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) *Interest to Government.* Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) *Third-party deficiency reports.* (1) *Withholding from subcontractor.* If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) *Subsequent payment or interest charge.* As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall (i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or (ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established

by the Secretary of the Treasury, and published in the *Federal Register*, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) *Written notice of subcontractor withholding.* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

- (1) The amount to be withheld;
- (2) The specific causes for the withholding under the terms of the subcontract; and
- (3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) *Subcontractor payment entitlement.* The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) *Prime-subcontractor disputes.* A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) *Preservation of prime-subcontractor rights.* Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) *Non-recourse for prime contractor interest penalty.* The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost reimbursement claim may not include any amount for reimbursement of such interest penalty.

(End of clause)

## **77. PAYMENT BY ELECTRONIC FUNDS TRANSFER (CCR) (JUN 1998) DFARS 252.232-7009**

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) or (b) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either (i) accept payment by check or some other mutually agreeable method of payment, or (ii) request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (e) of this clause).

(b) Alternative contractor certification. If the Contractor certifies in writing, as part of its registration with the Central Contractor Registration (CCR) database that it does not have an account with a financial institution and does not have an authorized payment agent, payment shall be made by check to the remittance address contained in the CCR database. All contractor certifications will expire on January 1, 1999.

(c) Contractor's EFT information. Except as provided in paragraph (b) of this clause, the Government shall make payment to the Contractor using the EFT information contained in the CCR database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(d) Mechanisms for EFT payment. The Government may make payment by EFT through either an Automated Clearing House subject to the banking laws of the United States or the Federal Reserve Wire Transfer System.

(e) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect and the Contractor has not certified under paragraph (b) of this clause, the Government need not make payment to the Contractor under this contract until correct EFT information or certification is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(f) Contractor EFT arrangements. If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(g) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor's EFT information in the correct manner, the Government remains responsible for—



- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and—

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (e) of this clause shall apply.

(h) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(i) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee register in the CCR database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (e) of this clause.

(j) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(k) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Contractor has certified in accordance with paragraph (b) of this clause or if the Government otherwise make payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

## **78. DISPUTES (DEC 1998) FAR 52.233-1**

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the

contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.

(h) The government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certification, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claim shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

## **79. PROTEST AFTER AWARD (AUG 1996) FAR 52.233-3**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government’s rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor’s intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

**80. DIFFERING SITE CONDITIONS (APR 1984) FAR 52.236-2**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; *provided*, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

**81. SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)  
FAR 52.236-3**

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as to this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions that can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

**82. MATERIAL AND WORKMANSHIP (APR 1984) FAR 52.236-5**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide all information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping at the Contractor's expense, with all shipping charges prepaid. Machinery,

equipment, material, and articles that to not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

**83. SUPERINTENDENCE BY THE CONTRACTOR (APR 1984) FAR 52.236-6**

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

**84. PERMITS AND RESPONSIBILITIES (NOV 1991) FAR 52.236-7**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

**85. OTHER CONTRACTS (APR 1984) FAR 52.236-8**

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

**86. PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984) FAR 52.236-9**

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

**87. OPERATIONS AND STORAGE AREAS (APR 1984) FAR 52.236-10**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

## **88. USE AND POSSESSION PRIOR TO COMPLETION (APR 1984) FAR 52.236-11**

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

## **89. CLEANING UP (APR 1984) FAR 52.236-12**

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

## **90. ACCIDENT PREVENTION (NOV 1991)--ALTERNATE I (NOV 1991) FAR 52.236-13 I**

(a) The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall--

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910;

and

(3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient

notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(f) Before commencing the work, the Contractor shall--

(1) Submit a written proposed plan for implementing this clause. The plan shall include an analysis of the significant hazards to life, limb, and property inherent in contract work performance and a plan for controlling these hazards; and

(2) Meet with representatives of the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(End of clause)

## **91. SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984) FAR 52.236-15**

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payment until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

## **92. SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) FAR 52.236-21**

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where “as shown”, “as indicated”, “as detailed”, or words of similar import are used, it shall be understood that reference is made to the drawings accompanying this contract unless stated otherwise. The word “provided” as used herein shall be understood to mean “provide complete in place”, that is furnished and installed”.

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government’s reasons therefor. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

### **93. PRECONSTRUCTION CONFERENCE (FEB 1995) FAR 52.236-26**

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer’s notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

### **94. MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991) DFARS 252.236-7000**

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown--

(1) Must include sufficient detail to permit analysis of profit, and of all costs for--

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor’s proposal shall include a justification for any time extension proposed.

(End of clause)

### **95. BANKRUPTCY (JUL 1995) FAR 52.242-13**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall

be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

**96. SUSPENSION OF WORK (APR 1984) FAR 52.242-14**

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

**97. POSTAWARD CONFERENCE (DEC 1991) DFARS 252.242-7000**

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

(End of clause)

**98. CHANGES (AUG 1987) FAR 52.243-4**

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner or performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; *provided*, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances, and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless



this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

#### **99. PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS 252.243-7001**

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR Part 31 and DFARS Part 231, in effect on the date of this contract, apply.

(End of clause)

#### **100. REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998) DFARS 252.243-7002**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including—

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to—

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

#### **101. GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) FAR 52.245-2**

*NOTE: This clause applies only when the acquisition cost of all Government-furnished property to be involved in the contract is more than \$100,000.*

(a) *Government-furnished property.* (1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications

together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) *Title in Government property.* (1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in the contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs with the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repairs or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suite for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) *Abandonment and restoration of Contractor's premises.* Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

## **102. GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984) FAR 52.245-4**

*NOTE: This clause applies only when the acquisition cost of all Government-furnished property to be involved in the contract is \$100,000 or less.*

(a) The Government shall delivery to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended used, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when--

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes, the risk and responsibility for its loss or damage, except--

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, delivery f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of clause)

### **103. REPORTS OF GOVERNMENT PROPERTY (MAY 1994) DFARS 252.245-7001**

(a) The Contractor shall provide an annual report--

- (1) For all DoD property for which the Contractor is accountable under the contract;
- (2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;
- (3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

(End of clause)

### **104. INSPECTION OF CONSTRUCTION (AUG 1996) FAR 52.246-12**

(a) *Definition.* "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
- (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
- (3) Constitute or imply acceptance; or
- (4) Affect the continuing rights of the Government after acceptance of the complete work under paragraph (i)

below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the

work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

## **105. VALUE ENGINEERING--CONSTRUCTION (MAR 1989)--ALTERNATE I (APR 1984)**

### **FAR 52.248-3 I**

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) *Definitions.* "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP): means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; *provided*, that it does not involve a change--
  - (i) In deliverable end item quantities only; or
  - (ii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.

(4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(5) A predicting of any effects the proposed change would have on collateral costs to the agency.

(6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) *Government action.* (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decisions. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) *Sharing.* (1) *Rates.* The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by (i) 45 percent for fixed-price contracts or (ii) 75 percent for cost-reimbursement contracts.

(2) *Payment.* Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

(i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; *provided*, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(h) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering--Construction clause of contract \_\_\_\_\_, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

## **106. TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)**

### **(SEP 1996)--ALTERNATE I (SEP 1996) FAR 52.249-2 I**

(a) The Government may terminate performance of the work under this contract in whole or in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and delivery to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

## **107.DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) FAR 52.249-10**

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to



proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) acts of another Contractor in the performance of a contract with the Government, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

(d) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

#### **108. COMPUTER GENERATED FORMS (JAN 1991) FAR 52.253-1**

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* the form carries the Standard or Optional Form number and edition data.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition data.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

END OF SECTION 00700

# SAFETY PAYS

## SECTION 00800 INDEX

1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK.....	00800 - 1
2. LIQUIDATED DAMAGES--CONSTRUCTION.....	00800 - 1
3. TIME EXTENSIONS.....	00800 - 1
4. NOT USED.....	00800 - 1
5. NOT USED.....	00800 - 2
6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS.....	00800 - 2
7. NOT USED. ....	00800 - 4
8. RIGHTS IN SHOP DRAWINGS.....	00800 - 4
9. AS-BUILT DRAWINGS.....	00800 - 4
10. EQUIPMENT DATA.....	00800 - 7
11. PHYSICAL DATA.....	00800 - 7
12. UTILITIES.....	00800 - 8
13. QUANTITY SURVEYS.....	00800 - 8
14. LINES, GRADES AND LIMITS.....	00800 - 9
15. PERFORMANCE OF WORK BY THE CONTRACTOR.....	00800 - 9
16. THRU 19. NOT USED.....	00800 -10
20. WARRANTY OF CONSTRUCTION.....	00800 -10
21. DAMAGE TO WORK.....	00800 -15
22. NOT USED.....	00800 -15
23. NOT USED.....	00800 -15
24. CONTINUING CONTRACTS.....	00800 -15
25. OBSTRUCTION OF NAVIGABLE WATERWAYS.....	00800 -17
26. NOT USED.....	00800 -18
27. SALVAGE MATERIALS AND EQUIPMENT.....	00800 -18
28. thru 30. NOT USED.....	00800 -18
31. PROJECT SIGN.....	00800 -18
32. NOT USED.....	00800 -19
33. WAGE RATES.....	00800 -19
34. NOT USED.....	00800 -19
35. INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.....	00800 -19
36. thru 38. NOT USED.....	00800 -20
39. EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE.....	00800 -20
40. LABOR, EQUIPMENT, AND MATERIAL REPORTS.....	00800 -21
41. INDIANA SALES AND USE TAX.....	00800 -22
42. PROGRESS PHOTOGRAPHS.....	00800 -23
43. NOT USED.....	00800 -23
44. NOT USED.....	00800 -23
45. INSURANCE--WORK ON A GOVERNMENT INSTALLATION.....	00800 -24
46. NOT USED.....	00800 -24
47. NOT USED.....	00800 -24
48. DEFINITIONS.....	00800 -24
49. NOT USED.....	00800 -24
50. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER.....	00800 -25
51. NOT USED.....	00800 -25
52. NOT USED.....	00800 -25
53. AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL.....	00800 -26
54. thru 57. NOT USED.....	00800 -26
58. CONSTRUCTION HAZARD COMMUNICATION.....	00800 -26

## **SAFETY PAYS**

59. thru 68. NOT USED .....	00800 -27
69. CONTRACT TERMINATION - BASIS FOR SETTLEMENT OF PROPOSALS .....	00800 -27
70. NOT USED.....	00800 -28
71. PARTNERING .....	00800 -28
72. thru 81. NOT USED .....	00800 -28
82. APPROVAL OF CONTRACT .....	00800 -28
End of Section .....	00800 -29

# **SAFETY PAYS**

## **SECTION 00800**

### **SPECIAL CONTRACT REQUIREMENTS**

2 January 1996

**1. COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984) FAR 52.211-10.**

The Contractor shall be required to commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, prosecute said work diligently, and complete the entire work ready for use not later than 180 calendar days after date of receipt of notice to proceed. The time stated for completion shall include as-built drawings, O&M manuals, operational tests/reports/training/instructions, equipment lists, and final cleanup of the premises.

2 January 1996

**2. LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984) FAR 52.211-12.**

2.1 If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$500 for each day of delay.

2.2 If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work, which could result in temporary pumping facilities.

2.3 If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

2 January 1996

3. TIME EXTENSIONS (APR 1984) FAR 52.211-13. Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

24 February 1992

4. NOT USED

5. NOT USED.

1 August 1996

**6. CONTRACT DRAWINGS, MAPS AND SPECIFICATIONS (DEC 1991) DFARS252.236-7001.**

## SAFETY PAYS

### 6.1 The Government--

- (1) Will furnish the Contractor one set of reproducibles of full-size drawings.
- (2) Drawings and specifications are available in the office of the Corps of Engineers, Department of the Army, Room 821, Dr. Martin Luther King, Jr. Place, Louisville, Kentucky.

### 6.2 The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies; and
- (4) Be responsible for any errors which might have been avoided by complying with paragraph 6.2 (1), (2) and (3).

6.3 Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

6.4 The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

19 October 1987

TABLE OF DRAWINGS  
OHIO RIVER SHORELINE  
EVANSVILLE, INDIANA  
REPAIRS TO LOCAL FLOOD PROTECTION PROJECT

<u>Drawing No.</u>	<u>Title</u>
X-1	COVER SHEET
X-2	GENERAL LOCATION & VICINITY MAP
X-3	GENERAL NOTES
C-1	STATION 4+00
C-2	STATION 79+02
C-3	STATION 117+00
C-4	STATION 201+13
C-5	STATION 216+83
C-6	STATION 235+50
C-7	STATION 266+35
C-8	STATION 276+00
C-9	STATION 290+77
C-10	STATION 296+00
C-11	REMOVAL OF PUMP STATION NO. H-5
C-12	WALL REPAIRS

## SAFETY PAYS

C-13	PUMP STATION NO. H-4
C-14	PUMP STATION K-4
S-1	LOCATIONS OF DAMAGED FLOODWALL TO BE REPAIRED
S-2	TYPICAL EXISTING I-WALL DETAILS AND SECTIONS
S-3	TYPICAL I-WALL REPAIR DETAILS AND SECTIONS
S-4	PUMP STATION K-4 VORTEX SUPPRESSOR GRATE PLAN & ELEVATION
S-5	PUMP STATION K-4 VORTEX SUPPRESSOR GRATE PLAN & ELEVATION
H-1	HYDROGRAPHS- 1983 TO 1990
H-2	HYDROGRAPHS- 1991 TO 1998

### EXISTING REFERENCE DRAWINGS

792-12.2/8	PLAN & PROFILE - KNIGHT TOWNSHIP
792-12.2/32	DRAINAGE STRUCTURE STA. 296+00
793-12.12/1	GENERAL PLAN FOR GATEWELLS
793-12.12/2	LOCATION PLAN- GATEWELL 1 & 2
793-12.12/6	LOCATION PLAN- GATEWELL 6 & 7
793-12.12/7	LOCATION PLAN & SECTION, GATEWELL 8 & 9
793-12.12/8	LOCATION PLAN- GATEWELL 10 & 11
794-12.2/3.1	PLAN & PROFILE- HOWELL SECTION UNIT I
794-12.2/6.1	PLAN & PROFILE- HOWELL SECTION UNIT I
794-12.2/7.1	PLAN & PROFILE- HOWELL SECTION UNIT I
794-12.2/8.1	PLAN & PROFILE- HOWELL SECTION UNIT I
794-12.2/9.1	PLAN & PROFILE- HOWELL SECTION UNIT I
794-12.2/37.1	DRAINAGE STRUCTURE STA. 117+00
794-12.2/52.1	DRAINAGE STRUCTURE STA. 276+00
794-12.2/53.1	DRAINAGE STRUCTURE STA. 290+77
794-12.6/1	GENERAL PLAN FOR PUMPING PLANTS
794-12.6/26	GENERAL LAYOUT - PUMP PLANT NO. 5
794-12.6/27	PUMPING PLANT MASONRY DETAILS
794-12.6/28	REINFORCING DETAILS, PUMP PLANT 5
794-12.6/29	REINFORCING DETAILS, PUMP PLANT 5
794-12.6/30	LIGHTING & POWER SYSTEMS, PUMP PLANT 5
794-12.6/31	WIRING DIAGRAM, PUMP PLANT 5
794-12.6/32	DISCHARGE HEADWALL, PUMP PLANT 5
794-12.6/33	TWO-POLE TRANSFORMER SUBSTATION, PUMP PLANT 5
794-12.6/34	GENERAL LAYOUT - PUMPING PLANT NO. 6

7. NOT USED.

17 JULY 1992

8. RIGHTS IN SHOP DRAWINGS (APR 1966) DFARS 252.227-7033.

8.1 Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower tier subcontractor pursuant to a construction contract, showing detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

8.2 This clause, including this paragraph (8.2), shall be included in all

## **SAFETY PAYS**

subcontracts hereunder at any tier.

2 Feb 1998

### **9. AS-BUILT DRAWINGS.**

9.1 It is the Scope of this Section to provide guidance to the Contractor on preparing "As-Built" drawings. An "As-Built" drawing is a construction drawing revised to reflect the final "As-Built" conditions of the project as a result of modifications and corrections to Project design required during construction. The final CD ROM CADD "As-Built" shall not have the appearance of marked up drawings, but that of professionally prepared drawings as if they were the "as design" drawings. To meet this requirement during the progress of the job, the Contractor shall keep a careful record set of blue line prints, at the Job Site, of all changes and corrections from the contract drawings. The Contractor shall enter such changes or corrections on the blue line prints in accordance with Paragraph 9.4 on a weekly basis; update the CADD files on a monthly basis; provide "Current Construction" drawings to the Government in accordance with paragraph 9.4 and 9.7; and shall provide Final "As-Built" drawings in accordance with paragraph 9.8.

9.1.1 The Contractor shall enter changes and corrections on drawings promptly to reflect "Current Construction", but in no case less than on a weekly basis for blue line updates and less than a monthly basis for CADD updates. If the Contractor fails to maintain the as-built drawings as required herein, the Contracting Officer will deduct from the monthly progress payment, an amount representing the estimated monthly cost of maintaining the "As-Built" drawings. Final payment with respect to separately priced facilities or the contract as a whole, will be withheld until proper as-built drawings have been furnished to, and accepted by the Contracting Officer.

9.2 The Government will furnish a copy of the Final Amended contract drawings on CD ROM to the Contractor for use in meeting Paragraph 9.1. Drawing information will be in Bentley System's Version 5 MicroStation format.

9.3 The Contractor shall furnish "Current Construction" drawings and "As-Built" drawings to the government on 150 mb. Bernoulli disks to be compatible with existing Government equipment. For all updates provided to the Government, the contractor shall include on the disk all updated drawings to date including the necessary reference files needed to display them correctly.

9.4 Contractor shall maintain one set of blue line prints marked in red to indicate changes and corrections. These on going mark-ups will be made available to the Government for review on an as needed basis. Contractor's Quality Control person, on a monthly basis, will review the on-going as-builts and provide a letter submitted with Pay Requests to the Contracting Officer certifying that changes and corrections are up to date.

9.4.1 The marked-up set of plans shall show all changes and revisions made up to the time the work is completed and accepted and shall reflect any changes, alterations, adjustments or modifications resulting from approved shop drawings. Changes must be reflected on all sheets affected by the change. Changes shall include marking the drawings to reflect structural details, foundation layouts, equipment sizes, and other extensions of design, that could not be shown in the original contract documents because the exact details were not known until after the time of approved shop drawings.

## **SAFETY PAYS**

9.4.1 a. All shop drawings such as erection and fire protection, which are used by the Contractor to show the As-built condition shall be provided to the government on 3 mil single matte Mylar, at the completion of the project.

9.4.1 b. The contractor shall also provide all shop drawings in digital vector format compatible with Bentley System's Version 5 MicroStation upon approval by the Contracting Officer.

9.4.2 The drawings shall indicate, in addition to all changes and corrections, the actual location, kinds and sizes of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the "As-Built" drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valves, splice boxes and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average elevation of the top of each run or underground structure shall also be recorded.

9.4.3 Not Used.

9.4.4 Not Used.

9.4.5 For projects where portions of construction are to be occupied or activated prior to overall project completion, including portions of utility systems, as-built drawings for those portions of the facility being occupied or activated shall be supplied at the time the facility is occupied or activated. This same as-built information previously furnished must also be shown on the final set of "As-Built" drawings.

9.5 Contractor CADD system shall be compatible with Bentley System's Version 5 MicroStation Format. The use of other systems will not be accepted. Contractor shall submit a list of hardware and software proposed to be used to the Contracting officer for approval.

9.6 Contractor shall provide a minimum of one qualified CADD technician or engineer/architect to perform the work indicated in Section 00800 Paragraph 9. Contractor CADD personnel shall have a minimum of one year experience not including school, or 18 months schooling on Bentley System's Version 5 MicroStation. Contractor CADD personnel qualifications shall be submitted to the Contracting Officer for approval.

9.7 Contractor shall provide Current Construction drawings to the Government, no later than 10 working days after they are requested, for use of the Government if needed in the preparation of other construction contracts. In addition, the Contractor shall provide updated working files to the Government on a monthly basis in conjunction with the CQC certification and the pay request as outlined in Paragraph 9.4.

9.8 Final "As-Built" drawings. Final "As-Built" drawings shall be provided to the Contracting Officer on CD ROM in accordance with the above no later than 10 working days after final acceptance of the project. Final "As-Built" drawings shall contain all changes and corrections made during construction.



## SAFETY PAYS

9.9 The government will furnish documentation which defines the combination of files required to produce the contract drawings. All drawing changes made by the Contractor shall be in the appropriate original file and shall be placed on the original level and in color No. 3 (red) default color table using the same line weight and Line code as the original drawing. Changes made to elements in 3D Files shall be placed at their proper location in 3D space. Contractor shall "Match" the original drawing except as indicated above. New drawings required to be added to the contract (excluding shop drawings) to show the current construction conditions and As-Built condition shall follow the appropriate Section in EM1110-1-1807 part 1 dated 30 July 1990 except as follows:

- a. Font = 10
- b. All text on level 59
- c. All Extension Lines, Dimension Lines, Arrowheads, Leaders, Graphic Scales, North Arrow and Flow Arrows on level 60
- d. Sheet borders will be OOA1SH2D.002 and OOA1SH3D.003 for 2D and 3D sheets respectively.

All new drawings shall be added to the project index in their logical location and numbered with sheet number plus A, B, or C etc. The Louisville District Corps of Engineers will furnish seed files, cell library and font library in DOS or UNIX format. Point of contact is Mr. Ron Gasaway 502-582-5785.

9.10 Title Blocks shall be marked as indicated in Fig 1 for "Current Construction" drawings and as indicated in Fig 2 for Final "As-Built" drawings.

9.11 No separate or direct payment will be made for the work specified herein. All costs associated with this work shall be included in the applicable contract prices for the items requiring "As-Built" drawings listed in the bidding schedule.

15 June 1990

### 10. EQUIPMENT DATA.

10.1 **Real Property Equipment.** The Contractor shall be required to make a list of all installed equipment furnished under this contract. This list shall include all information usually listed on manufacturer's name plate. The form is part of SPECIAL CONTRACT REQUIREMENTS and is included following the SPECIAL CONTRACT REQUIREMENTS, so to positively identify the piece of property. The list shall also include the cost of each piece of installed property F.O.B. construction site. For each of the items which is specified herein to be guaranteed for a specified period from the date of acceptance thereof, the following information shall be given: The name, serial and model number address of equipment supplier, or manufacturer originating the guaranteed item. The Contractor's guarantee to the Government of these items will not be limited by the terms of any manufacturer's guarantee to the Contractor. The list shall be furnished as one (1) reproducible and three (3) copies and shall be furnished to the Contracting Officer not later than thirty (30) calendar days prior to completion of any segment of the contract work which has an incremental completion date.

10.2 **Maintenance and Parts Data.** The Contractor will be required to furnish a brochure, catalog cut, parts list, manufacturer's data sheet or other

## SAFETY PAYS

publication which will show detailed parts data on all other equipment subject to repair and maintenance procedures not otherwise required in Operations and Maintenance Manuals specified elsewhere in this contract. Distribution of directives shall follow the same requirements as listed in paragraph 10.1.

2 January 1996

### 11. PHYSICAL DATA (APR 1984) FAR 52.236-4.

Data and information furnished or referred to below are furnished for the Contractor's information. The Government will not be responsible for any interpretation or conclusion drawn from the data or information by the Contractor.

11.1 Physical Conditions indicated on the drawings and in the specifications are the result of site investigations.

11.2 **Weather Conditions.** The Contractor shall make his own investigations as to weather conditions at the site. Data may be obtained from various National Weather Service offices located generally at airports of principal cities, the nearest to this project being:

EVANSVILLE, IN  
NWS OFFICE, NOAA  
AIRPORT TERMINAL BLDG., RM 22  
6001 NORTH US 41  
EVANSVILLE, IN 47711  
PHONE: 812-425-5549

Historical data for all areas may be obtained from:

U. S. DEPARTMENT OF COMMERCE  
NATIONAL CLIMATIC CENTER  
FEDERAL BUILDING  
ASHEVILLE, N. C. 28801

11.3 **Transportation Facilities.** Roads and railroads in the general area are shown on the drawings. Access ways shall be investigated by the Contractor to satisfy himself as to their existence and allowable use.

11.4 Hydrographs are shown on the drawings.

15 June 1990

### 12. UTILITIES (APR 1984) FAR 52.236-14 (Para. 12.1.1 & 12.1.2 only).

#### 12.1 Availability and Use of Utility Services.

12.1.1 There will be no Government utilities available for Contractor use on this project.

12.1.2 Not Used.

12.2 Not Used.

12.3 Not Used.

## **SAFETY PAYS**

### **13. QUANTITY SURVEYS (APR 1984) FAR 52.236-16.**

13.1 Quantity surveys shall be conducted, and the data derived from these surveys shall be used in computing the quantities of work performed and the actual construction completed and in place.

13.2 The Contractor shall conduct the original and final surveys and surveys for any periods for which progress payments are requested. All these surveys shall be conducted under the direction of a representative of the Contracting Officer, unless the Contracting Officer waives this requirement in a specific instance. The Government shall make such computations as are necessary to determine the quantities of work performed or finally in place. The Contractor shall make the computations based on the surveys for any periods for which progress payments are requested.

13.3 Promptly upon completing a survey, the Contractor shall furnish the originals of all field notes and all other records relating to the survey or to the layout of the work to the Contracting Officer, who shall use them as necessary to determine the amount of progress payments. The Contractor shall retain copies of all such material furnished to the Contracting Officer.

13.4 All Contractor surveys shall be conducted by a licensed Land Surveyor, unless the Contracting Officer waives this requirement in a specific instance.

15 June 1990

### **14. LINES, GRADES AND LIMITS.**

The Contractor shall be responsible for all layout required to properly control the work under this contract as determined by the Contracting Officer.

The Contractor shall also furnish at his own expense, all string line, nails, and materials and labor as may be required in laying out the work.

15 June 1990

### **15. PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984) FAR 52.236-1 (Para. 15 only).**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 20 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

15.1 For purposes of this paragraph "WORK BY THE CONTRACTOR" is defined as prime Contractor direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, equipment, or subcontractors. The "TOTAL AMOUNT OF WORK" is defined as total direct contract labor (including testing and layout personnel), exclusive of other general condition or field overhead personnel, material, or equipment.

15.2 Within seven (7) days after the award of any subcontract, either by

## **SAFETY PAYS**

himself or a subcontractor, the Contractor shall deliver to the Contracting Officer a completed SF 1413, "Statement and Acknowledgment." The form shall include the subcontractor's acknowledgment of the inclusion in his subcontract of the clauses of this contract entitled "Davis-Bacon Act," "Contract Work Hours and Safety Standards Act-Overtime Compensation," "Apprentices and Trainees," "Compliance with Copeland Regulations," "Withholding of Funds," "Subcontracts," "Contract Termination-Debarment," and "Payrolls and Basic Records." Nothing contained in this contract shall create any contractual relation between the subcontractor and the Government.

16. thru 19. NOT USED.

15 January 1998

20. WARRANTY OF CONSTRUCTION (MAR 1984) ALTERNATE 1 (APR 1984) FAR 52.246-21I.

### **20.1 General Requirements.**

20.1.1 In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph 20.1.10 of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

20.1.2 This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

20.1.3 The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

- (a) The Contractor's failure to conform to contract requirements; or
- (b) Any defect of equipment, material, workmanship, or design furnished.

20.1.4 The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

20.1.5 The Contracting Officer shall notify the Contractor, in writing, (see para. 20.2.3 and 20.5) within a reasonable time after the discovery of any failure, defect, or damage.

20.1.6 If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, (see para. 20.5) the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

20.1.7 With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

## **SAFETY PAYS**

(a) Obtain all warranties that would be given in normal commercial practice;

(b) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

. Provide names, addresses, and telephone numbers of all subcontractors, equipment suppliers, or manufacturers with specific designation of their area of responsibilities if they are to be contacted directly on warranty corrections; and

(d) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

20.1.8 In the event the Contractor's warranty under paragraph 20.1.2 of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

20.1.9 Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

20.1.10 This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

20.1.11 Defects in design or manufacture of equipment specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

### **20.2 Performance Bond.**

20.2.1 The Contractor's Performance Bond will remain effective throughout the construction warranty period and warranty extensions.

20.2.2 In the event the Contractor or his designated representative(s) fails to commence and diligently pursue any work required under this clause, and in a manner pursuant to the requirements thereof, the Contracting Officer shall have a right to demand that said work be performed under the Performance Bond by making written notice on the surety. If the surety fails or refuses to perform the obligation it assumed under the Performance Bond, the Contracting Officer shall have the work performed by others, and after completion of the work, may make demand for reimbursement of any or all expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

20.2.3 Following oral or written notification of required warranty repair work, the Contractor will respond as dictated by para. 20.5. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor as outlined in the paragraph 20.2.2 above.

**20.3 Pre-Warranty Conference.** Prior to contract completion and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the

## SAFETY PAYS

requirements of this clause. Communication procedures for Contractor notification of warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor will furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warrantied construction, will be continuously available, and will be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of his responsibilities in connection with other portions of this provision.

### 20.4 Equipment Warranty Identification Tags.

20.4.1 The Contractor shall provide warranty identification tags on all Contractor and Government furnished equipment which he has installed.

(a) The tags shall be similar in format and size to the exhibits provided by this specification, they shall be suitable for interior and exterior locations, resistant to solvents, abrasion, and to fading caused by sunlight, precipitation, etc. These tags shall have a permanent pressure-sensitive adhesive back, and they shall be installed in a position that is easily (or most easily) noticeable. Contractor furnished equipment that has differing warranties on its components will have each component tagged.

(b) Sample tags shall be submitted for Government review and approval. These tags shall be filled out representative of how the Contractor will complete all other tags.

**Tags for Warrantied Equipment:** The tag for this equipment shall be similar to the following. Exact format and size will be as approved.

<b>EQUIPMENT WARRANTY CONTRACTOR FURNISHED EQUIPMENT</b>
MFG. MODEL NO.
SERIAL NO.
CONTRACT NO.
CONTRACTOR NAME.
CONTRACTOR WARRANTY EXPIRES
MFG WARRANTY (IES) EXPIRE

<b>EQUIPMENT WARRANTY GOVERNMENT FURNISHED EQUIPMENT</b>
--

## SAFETY PAYS

MFG. MODEL NO.  SERIAL NO.  CONTRACT NO.  DATE EQUIP PLACED IN SERVICE  MFG WARRANT (IES) EXPIRE
---

(d) If the manufacturer's name (MFG), model number and serial number are on the manufacturer's equipment data plate and this data plate is easily found and fully legible, this information need not be duplicated on the equipment warranty tag. The Contractor warranty expires (warranty expiration date) and the final manufacturer's warranty expiration date will be determined as specified by para. 20.1.

20.4.2 **Execution.** The Contractor will complete the required information on each tag and install these tags on the equipment by the time of and as a condition of final acceptance of the equipment.

20.4.3 **Payment.** The work outlined above is a subsidiary portion of the contract work, and has a value to the Government approximating 5% of the value of the Contractor furnished equipment. The Contractor will assign a value of that amount in the breakdown for progress payments mentioned in the Contract Clause: PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS.

20.4.4 **Equipment Warranty Tag Replacement.** As stated in para. 20.1.4, the Contractor's warranty with respect to work repaired or replaced shall run for one year from the date of repair or replacement. Such activity shall include an updated warranty identification tag on the repaired or replaced equipment. The tag shall be furnished and installed by the Contractor, and shall be identical to the original tag, except that the Contractor's warranty expiration date will be one year from the date of acceptance of the repair or replacement.

20.5 Contractor's Response to Warranty Service Requirements.

20.5.1 Following oral or written notification by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, the Contractor shall respond to warranty service requirements in accordance with the "Warranty Service Priority List" and the three categories of priorities listed below.

First Priority Code 1 Perform on site inspection to evaluate situation, determine course of action, initiate work within 24 hours and work continuously to completion or relief.

Second Priority Code 2 Perform on site inspection to evaluate situation, determine course of action, initiate work within 48 hours and work continuously to completion or relief.

Third Priority Code 3 All other work to be initiated within 5 work days and

## **SAFETY PAYS**

work continuously to completion or relief.

The "Warranty Service Priority List" is as follows:

Code 1                   Electrical  
a. Power failure (entire area or any building operational after 1600 hours).  
b. Security lights.

Code 2   Electrical  
a. Power failure (no power to a room or part of building).  
b. Receptacle and lights.

Code 1   Gas  
Leaks and breaks.

Code 1   Roof Leaks  
Temporary repairs will be made where major damage to property is occurring.

Code 2   Roof Leaks  
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

20.5.2 Should parts be required to complete the work and the parts are not immediately available the Contractor shall have a maximum of 12 hours after arrival at the job site to provide the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, with firm written proposals for emergency alternatives and temporary repairs for Government participation with the Contractor to provide emergency relief until the required parts are available on site for the Contractor to perform permanent warranty repair. The Contractors proposals shall include a firm date and time that the required parts shall be available on site to complete the permanent warranty repair. The Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer, will evaluate the proposed alternatives and negotiate the alternative considered to be in the best interest of the Government to reduce the impact of the emergency condition. Alternatives considered by the Contracting Officer or an authorized representative of the installation designated in writing by the Contracting Officer will include the alternative for the Contractor to "Do Nothing" while waiting until the required parts are available to perform permanent warranty repair. Negotiating a proposal which will require Government participation and the expenditure of Government funds shall constitute a separate procurement action by the using service.

15 JUNE 1990

### **21. DAMAGE TO WORK (ORL)**

The responsibility for damage to any part of the permanent work shall be as set forth in CONTRACT CLAUSE: PERMITS AND RESPONSIBILITIES. However, if in the judgment of the Contracting Officer, any part of the permanent work performed by the Contractor is damaged by flood or earthquake, which damage is not due to the failure of the Contractor to take reasonable precautions or to exercise sound engineering and construction practices in the conduct of the work, the Contractor will make the repairs as ordered by the Contracting



## **SAFETY PAYS**

Officer and full compensation for such repairs will be made at the applicable contract unit or lump sum prices as fixed and established in the contract. If, in the opinion of the Contracting Officer, there are no contract unit or lump sum prices applicable to any part of such work, an equitable adjustment pursuant to CONTRACT CLAUSE: CHANGES, will be made as full compensation for the repairs of that part of the permanent work for which there are no applicable contract unit or lump sum prices. Except as herein provided, damage to all work (including temporary construction), utilities, materials, equipment and plant shall be repaired to the satisfaction of the Contracting Officer at the Contractor's expense, regardless of the cause of such damage.

22. NOT USED

23. NOT USED

2 January 1996

24. CONTINUING CONTRACTS (MAR 1995) EFARS 52.232-5001.

24.1 This is a continuing contract, as authorized by Section 10 of the River and Harbor Act of September 22, 1922 (33 U.S. Code 621). The payment of some portion of the contract price is dependent upon reservations of funds from future appropriations, and from future contribution to the project having one or more non-federal project sponsors. The responsibilities of the Government are limited by this clause notwithstanding any contrary provision of the "Payments to Contractor" clause or any other clause of this contract.

24.2 The sum of \$296,000 has been reserved for this contract and is available for payments to the Contractor during the current fiscal year. It is expected that Congress will make appropriations for future fiscal years from which additional funds together with funds provided by one or more non-federal project sponsors will be reserved for this contract.

24.3 Failure to make payments in excess of the amount currently reserved, or that may be reserved from time to time, shall not entitle the Contractor to a price adjustment under the terms of this contract except as specifically provided in paragraphs 24.6 and 24.9 below. No such failure shall constitute a breach of this contract, except that this provision shall not bar a breach-of-contract action if an amount finally determined to be due as a termination allowance remains unpaid for one year due solely to a failure to reserve sufficient additional funds therefore.

24.4 The Government may at any time reserve additional funds for payments under the contract if there are funds available for such purpose. The Contracting Officer will promptly notify the Contractor of any additional funds reserved for the contract by issuing an administrative modification to the contract.

24.5 If earnings will be such that funds reserved for the contract will be exhausted before the end of any fiscal year, the Contractor shall give written notice to the Contracting Officer of the estimated date of exhaustion and the amount of additional funds which will be needed to meet payments due or to become due under the contract during that fiscal year. This notice shall be given not less than 45 nor more than 60 days prior to the estimated date of exhaustion.

24.6 No payments will be made after exhaustion of funds except to the extent

## **SAFETY PAYS**

that additional funds are reserved for the contract. The Contractor shall be entitled to simple interest on any payment that the Contracting Officer determines was actually earned under the terms of the contract and would have been made except for exhaustion of funds. Interest shall be computed from the time such payment would otherwise have been made until actually or constructively made, and shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41, 85 STAT 97, as in effect on the first day of the delay in such payment.

24.7 Any suspension, delay, or interruption of work arising from exhaustion or anticipated exhaustion of funds shall not constitute a breach of this contract and shall not entitle the Contractor to any price adjustment under CONTRACT CLAUSE: SUSPENSION OF WORK or in any other manner under this contract.

24.8 An equitable adjustment in performance time shall be made for any increase in the time required for performance of any part of the work arising from exhaustion of funds or the reasonable anticipation of exhaustion of funds.

24.9 If, upon the expiration of 60 days after the beginning of the fiscal year following an exhaustion of funds, the Government has failed to reserve sufficient additional funds to cover payments otherwise due, the Contractor, by written notice delivered to the Contracting Officer at any time before such additional funds are reserved, may elect to treat his right to proceed with the work as having been terminated. Such a termination shall be considered a termination for the convenience of the Government.

24.10 If at any time it becomes apparent that the funds reserved for any fiscal year are in excess of the funds required to meet all payments due or to become due the Contractor because of work performed and to be performed under the contract during the fiscal year, the Government reserves the right, after notice to the Contractor, to reduce said reservation by the amount of such excess.

24 February 1992

25. OBSTRUCTION OF NAVIGABLE WATERWAYS (DEC 1991) DFARS 252.236-7002.

25.1 The Contractor shall--

(1) Promptly recover and remove any material, plant, machinery, or appliance which the Contractor loses, dumps, throws overboard, sinks, or misplaces, and which, in the opinion of the Contracting Officer, may be dangerous to or obstruct navigation;

(2) Give immediate notice, with description and locations of any such obstructions until the same are removed.

(3) When required by the Contracting Officer, mark or buoy such obstructions until the same are removed.

25.2 The Contracting Officer may--

(1) Remove the obstructions by contract or otherwise should the Contractor refuse, neglect, or delay compliance with paragraph 25.1 of this clause; and

## SAFETY PAYS

(2) Deduct the cost of removal from any monies due or to become due to the Contractor; or

(3) Recover the cost of removal under the Contractor's bond.

25.3 The Contractor's liability for the removal of a vessel wrecked or sunk without fault or negligence is limited to that provided in Sections 15, 19, and 20 of River and Harbor Act of March 3, 1899 (33 U.S.C. 410 et seq.).

26. NOT USED.

24 February 1992

27. SALVAGE MATERIALS AND EQUIPMENT.

The Contractor shall maintain adequate property control records for all materials or equipment specified in Section 02220 to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

28. thru 30 NOT USED.

1 February 1995

31. PROJECT SIGN.

31.1 **General.** The Contractor shall furnish and erect at the location directed one project sign.

Exact placement location will be designated by the Contracting Officer. The panel sizes and graphic formats have been standardized for visual consistency throughout all Corps operations.

Panels are fabricated using HDO plywood with dimensional lumber uprights and bracing.

All legends are to be painted in the sizes and styles as specified by the graphic formats shown at the end of this section. The signs (including back and edges), posts and braces shall be given two coats of Benjamin Moore No. 120-60 poly-silicone enamel or approved equal before lettering. The 4' x 4' right section of the project sign shall be white with black lettering. Paint colors shall be as follow:

Black -	Federal Standard 595a	Color Number 27038
White -	Federal Standard 595a	Color Number 27875
Red -	PANTONE 032	

An example of the sign including mounting and fabrication details are also provided at the end of this section.

Name of the project shall be as follows:

## SAFETY PAYS

EVANSVILLE, INDIANA  
REPAIRS TO LOCAL FLOOD PROTECTION PROJECT

Name of the designer shall be as follows:

LOUISVILLE DISTRICT  
U.S. ARMY CORPS OF ENGINEERS

**31.2 Erection and Maintenance.** The signs shall be erected at the designated location(s). Signs shall be plumb and backfill of post holes shall be well tamped to properly support the signs in position throughout the life of the contract. The signs shall be maintained in good condition until completion of the contract, shall remain the property of the Contractor, and shall be removed from the site upon completion of work under the contract.

**31.3** The Corps of Engineers logo and the local sponsor's logo will be provided by the Contracting Officer.

**31.4 Payment.** No separate payment will be made for furnishing and erecting the project signs as specified and costs thereof shall be considered a subsidiary obligation of the Contractor.

**32.** NOT USED.

1 February 1995

**33.** WAGE RATES.

The decision of the Secretary of Labor, covering rates of wages, including fringe benefits to be paid laborers and mechanics performing work under this contract, is attached hereto. The payment for all classes of laborers and mechanics actually employed to perform work under the contract will be specified in the following contract clauses: DAVIS-BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, and THE COPELAND ACT.

**34.** NOT USED.

15 June 1990

**35.** INTERFERENCE WITH TRAFFIC AND PUBLIC AND PRIVATE PROPERTY.

**35.1** The Contractor at all times shall conduct the work in such manner as to cause as little interference as possible with private and public travel. Damage (other than that resulting from normal wear and tear) to roads, shall be repaired to as good a condition as they were prior to the beginning of work and to the satisfaction of the Contracting Officer.

**35.2** The Contractor shall provide and maintain as may be required by the State of INDIANA, Department of Transportation, proper barricades, fences, danger signals and lights, provide a sufficient number of watchmen, and take such other precautions as may be necessary to protect life, property and structures, and shall be liable for and hold the Government free and harmless from all damages occasioned in any way by his act or neglect, or that of his agents, employees, or workmen.

## **SAFETY PAYS**

36. NOT USED

37. NOT USED

38. NOT USED

20 March 1997

39. EQUIPMENT AND OWNERSHIP AND OPERATING EXPENSE SCHEDULE (MAR 1995) EFAR 52.231-5000.

39.1 This does not apply to terminations. See 52.249,5000, Basis for Settlement of Proposals and FAR Part 49.

39.2 Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the contractor's accounting records, costs for that equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time of negotiations shall apply.

39.3 Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

39.4 When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Cover Sheet.

39.5 Whenever a modification or equitable adjustment of contract price is required, the contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of SPECIAL CONTRACT REQUIREMENT: EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. A copy of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule is available for review at the office of the District Engineer, Room 821, 600 Dr. Martin Luther King, Jr. Place, Louisville, Kentucky, or a copy may be ordered from the Government Printing Office at a cost of \$11.00 by calling telephone no. (301) 953-7974.

Address to Order: U.S. Government Printing Office  
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9	008-022-00262-6
10	008-022-00263-4
11	008-022-00264-2
12	008-022-00265-1

15 June 1990

## 40. LABOR, EQUIPMENT, AND MATERIAL REPORTS.

**40.1 Daily Equipment Report.** The Contractor shall submit a daily report of all Contractor-owned or rented equipment at the jobsite. A similar report is required for all subcontractor equipment. The subcontractor's report may be separate or included with the Contractor's report provided the equipment is adequately identified as to ownership. The required equipment report shall include each item of equipment (hand-operated small tools or equipment excluded) on the job and shall specifically identify each item as to whether it is Contractor-owned or rented, shifts, hours of usage, downtime for repairs, and standby time. Identification of the equipment shall include make, model and plant number of all items. Separate identification by a key sheet providing these data may be utilized with the daily report indicating the type of equipment and the equipment plant numbers. The format of the Daily Equipment Report will be as approved by the Government in the field.

**40.2 Labor, Equipment & Material Reports for Extra Work/Cost.** A Report shall also be submitted by the Contractor listing any labor, equipment and materials expended on and/or impacted by any change order directed by the Government and for which total price/time agreement has not been reached. These requirements also apply to subcontractors at any tier. The same Report is required at any time the Contractor claims or intends to claim for extra costs whether or not there is Government recognition (constructive changes). This requirement is in addition to any Contractor "Notice" or "Reservation of Rights". Submittal of such a report will not be construed as satisfying the "Notice" required under the "Changes" clause or any other clause. But, absence of such Reports submitted to the Government contemporaneously with the alleged extra work/cost will be considered as evidence that no such extra work/cost occurred that are chargeable to the Government.

The Report shall be detailed to the degree required by the Government in the field and shall contain the following as a minimum:

- a. The cause of the extra labor, equipment or materials costs.
- b. For extra labor - Indicate crew, craft, hours, location and cost. Describe nature or type of extra costs, i.e., extra work, overtime, acceleration, interference, reassignment, mobilizations and demobilizations, supervision, overhead, type of inefficiency, etc.

## **SAFETY PAYS**

c. For extra equipment - Indicate type and description, hours, location, cost; whether working, idle, standby, under repair, extra work involved, etc.

d. For extra materials - Indicate type and description, where used, whether consumed, installed or multi-use, quantity, cost, extra work involved, etc.

e. Affected activities - Relate to Contract Schedule (Network Analysis); demonstrate whether delay or suspension is involved.

f. Segregate all entries by prime and each subcontractor.

g. Summarize costs daily and by cumulative subtotal or with frequency required by the Government.

40.3 This Report will not be considered as evidence that any of the alleged extra costs actually occurred. The Report will be used to check against over obligation of funds for change orders directed prior to price/time agreement and to track alleged extra costs the Contractor considers otherwise chargeable against the Government. The Government may respond at any interval to either challenge, amend or confirm the Report. Absence of a Government response is not to be considered acquiescence or denial. The Government may order work stoppage if deemed necessary to avoid overobligation of funds. The frequency of the report shall be daily or as otherwise approved by the Government representative in writing.

15 June 1990

### **41. INDIANA SALES AND USE TAX.**

41.1 This contract is a construction contract which contains separate amounts applicable to the performance of the services and the furnishing of the materials as defined in State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2, 1987. Notwithstanding any other provision of this contract, the contract price does not include any amount for Indiana Sales and Use Tax on materials to be incorporated by the Contractor or any subcontractor into the structure or improvement to real estate. The Contractor or any Subcontractor should provide his supplier with a State of Indiana General Exemption Certificate for Construction Contractors (Form ST-134) with respect to such property.

41.2 For the purpose of complying with the requirements of State of Indiana, Department of Revenue Information Bulletin No. 60, dated December 2, 1987, the Contractor, pursuant to the requirements of the solicitation has furnished prior to contract award a breakdown separately pricing (1) materials to be incorporated into the structure or improvement to real estate; (2) services and other obligations of the construction contract; and (3) total contract price. This breakdown is for the sole purpose of complying with the requirements of State of Indiana, Department of Revenue Bulletin No. 60, dated December 2, 1987 with regard to separate pricing of services and material and has no other contractual significance.

41.3 Any subcontracts awarded hereunder shall also contain separate amounts applicable to the performance of services and the furnishing of materials.

24 January 1994

### **42. PROGRESS PHOTOGRAPHS.**

## SAFETY PAYS

The Contractor shall, during the progress of the work, furnish the Contracting Officer photographs, slides and negatives to depict progress of construction. The photographic work shall be commercial quality as determined by the Contracting Officer. The photography shall be performed before and after the work is accomplished at each individual site, and the photographs, slides and negatives delivered to the Contracting Officer not later than two weeks after the day taken. A maximum of four views from different positions at each site before and after shall be taken as directed to show, inasmuch as possible, work accomplished. At least, one set of photographs, slides and negatives shall be made at completion of the contract after the final inspection by the Contracting Officer. The photographs shall be 8"x10" color prints and the slides 35 mm color. Each photograph and slide shall be identified on the face of the picture or the border of the slide giving the date made, contract title and number, location of work, as well as a brief description of work depicted. Each negative will be identified with the same information on a sheet of paper by cross-referencing to the number on the negative. Two copies of photographs and slides, along with the original negatives of each view taken, and a CD-ROM disk containing all photos taken in "bmp", or high quality "jpg" format, shall be furnished to the Contracting Officer by the time stipulated above. No separate payment will be made for these services and all costs in connection thereto shall be considered a subsidiary obligation of the Contractor.

43. NOT USED.

44. NOT USED.

17 July 1992

45. INSURANCE--WORK ON A GOVERNMENT INSTALLATION (SEP 1989) FAR 52.228-5.

45.1 The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(1) Coverage complying with State laws governing insurance requirements, such as those requirements pertaining to Workman's Compensation and Occupational Disease Insurance. Employer's Liability Insurance shall be furnished in limits of not less than \$100,000.00 except in states with exclusive or monopolistic funds.

(2) Comprehensive General Liability Insurance for bodily injury coverage shall be furnished in limits of not less than \$500,000 per occurrence.

(3) Comprehensive Automobile Liability Insurance for both bodily injury and property damage, shall be furnished in limits of not less than \$200,000.00 per person, \$500,000.00 per accident for bodily injury, and \$20,000.00 per accident for property damage. When the Financial Responsibility or Compulsory Insurance Law of the State, requires higher limits, the policy shall provide for coverage of at least those higher limits.

45.2 Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives



## SAFETY PAYS

written notice to the Contracting Officer, whichever period is longer.

45.3 The Contractor shall insert the substance of this clause, including this paragraph (45.3), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract.

The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

46. NOT USED.

47. NOT USED.

15 June 1990

48. DEFINITIONS.

The following provision is applicable to SECTION C, SPECIFICATIONS, of this solicitation: The term GENERAL PROVISIONS shall mean CONTRACT CLAUSES, the terms SPECIAL PROVISIONS and SPECIAL CLAUSES shall mean SPECIAL CONTRACT REQUIREMENTS.

49. NOT USED.

2 January 1991

50. TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER. ER 415-1-15 (31 OCT 89)

50.1 This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with the contract clause entitled "Default: Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

50.1.1 The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

50.1.2 The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

50.2 The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

### MONTHLY ANTICIPATED ADVERSE WEATHER DELAY WORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(11)	(7)	(6)	(6)	(5)	(4)	(4)	(4)	(4)	(4)	(5)	(7)

50.3 Upon acknowledgment of the Notice to Proceed (NTP) and continuing throughout the contract, the Contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled

## SAFETY PAYS

work. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather delay days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph 50.2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract clause entitled "Default (Fixed Price Construction)".

51. NOT USED.

52. NOT USED.

20 March 1997

53. AVAILABILITY OF SAFETY AND HEALTH REQUIREMENTS MANUAL (EM 385-1-1).

As covered by CONTRACT CLAUSE "ACCIDENT PREVENTION", compliance with EM 385-1-1 is a requirement for this contract. Copies may be purchased for \$31.00 each at the following address:

United States Government Bookstore  
Room 118, Federal Building  
1000 Liberty Avenue  
Pittsburgh, PA 15222  
Telephone: (412) 644-2721 FAX: (412) 644-4547

54. thru 57. NOT USED.

1 November 1991

58. CONSTRUCTION HAZARD COMMUNICATION.

The Contractor is required to comply with the requirements of the OSHA Hazard Communication Standard (29 CFR 1926.59). This standard is designed to inform workers of safe and appropriate methods of working with hazardous substances in the workplace. The standard has five requirements, and every hazardous or potentially hazardous substance used or stored in the work area is subject to all five. They are:

(1) **Hazard Evaluation.** Any company which produces or imports a chemical or compound must conduct a hazard evaluation of the substance to determine its potential health or physical hazard. The hazard evaluation consists of an investigation of all the available scientific evidence about the substance. The Contractor is required to assure that all producers (manufacturer/distributors) have performed these evaluations and transmit the required information with any hazardous materials being used or stored on the project site. From the hazard evaluation, a substance may be classified as a health hazard, or a physical hazard. These classifications are then further broken down according to type:

HEALTH HAZARDS	PHYSICAL HAZARDS
Carcinogens	Combustible Liquids
Irritants	Compressed Gases

## SAFETY PAYS

Sensitizers	Explosives
Corrosives	Flammables
Toxic Substances	Organic Peroxides
Highly Toxic Substances	Unstable Substances
Substances Harmful to specific organs or parts of the body	Water Reactive Substances

(2) **Warning Labels.** If a chemical is hazardous or potentially hazardous, the producer or importer must affix a warning label to every container of that chemical before it leaves his facility. The Contractor must assure these labels are attached and legible. The label must identify the chemical, state the hazard, and give the name and address of the producer or importer. If the hazardous substance is transferred to another container, that container must then be labeled, tagged, or marked with the name of the chemical and the appropriate hazard warning. Warning labels should be replaced immediately if they are defaced or removed.

(3) **Material Safety Data Sheets.** The producer or importer must also supply a material safety data sheet (MSDS). The Contractor must keep these available in the work area where the substance is used, so that the people using the substance can easily review important safety and health information, such as:

- The hazard possible from misuse of the substance
- Precautions necessary for use, handling, and storage
- Emergency procedures for leaks, spills, fire and first aid
- Useful facts about the substance's physical or chemical properties

(4) **Work Area Specific Training.** Because of hazardous substance may react differently depending on how it is used or the environment of the work area, the Contractor must conduct work area specific training; special training which takes the Contractor's operations, environment, and work policies into consideration. Work area training presents:

The hazardous substances which are present in the work place and the hazards they pose

Ways to protect against those hazards, such as protective equipment, emergency procedures, and safe handling

Where the MSDS's are kept, and an explanation of the labeling system

Where the Contractor's written Hazard Communication Program is located

(5) **The Written Hazard Communication Program.** In accordance with OSHA requirements, the Contractor must prepare a written Hazard Communication Program. This document will be included in the Contractor's Accident Prevention Plan. This document states how the Contractor plans to ensure that hazardous materials are appropriately labeled, how and where MSDS's will be maintained, and how employees will be provided with specific information and training.

59. thru 68. NOT USED.

2 January 1996

## SAFETY PAYS

69. BASIS FOR SETTLEMENT OF PROPOSALS. EFARS 52.249-5000.

Actual costs will be used to determine equipment costs for a settlement proposal submitted on the total cost basis under FAR 49.206-2(b). In evaluating a terminations settlement proposal using the total cost basis, the following principles will be applied to determine allowable equipment costs:

(1) Actual costs for each piece of equipment, or groups of similar serial or series equipment, need not be available in the contractor's accounting records to determine total actual equipment costs.

(2) If equipment costs have been allocated to a contract using predetermined rates, those charges will be adjusted to actual costs.

(3) Recorded job costs adjusted for allowable expenses will be used to determine equipment operating expenses.

(4) Ownership costs (depreciation) will be determined using the contractor's depreciation schedule (subject to the provisions of FAR 31.205-11).

(5) License, taxes, storage and insurance costs are normally recovered as an indirect expense and unless the contractor charges these costs directly to contracts, they will be recovered through the indirect expense rate.

70. NOT USED.

8 October 1996

71. PARTNERING.

In order to most effectively and efficiently accomplish the work provided for in this contract, the Government is encouraging the formation of a cohesive, mutually beneficial partnership with the Contractor and its subcontractors. This partnership would strive to draw on the strengths, skills, and knowledge of each organization in an effort to achieve a quality project, done right the first time, within budget, safely, and on schedule. Partnering still requires full compliance with the contract, but the focus of partnering is to build cooperative relationships, avoid or minimize disputes and actively pursue the attainment of common goals by the contracting parties. Success will be dependent upon teamwork characterized by open and effective communication while always adhering to the highest of professional standards. The partnership would be bilateral in makeup and participation will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in contract price.

72. THRU 81. NOT USED.

20 March 1997

82. APPROVAL OF CONTRACT (DEC 1989) FAR 52.204-1

This contract is subject to the written approval of the Colonel, Corps of Engineers Commander and District Engineer, Louisville District, and shall not be binding until so approved.

## **SAFETY PAYS**

22 June 1998

### **83. YEAR 2000 COMPLIANCE**

a. In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically:

b. The Contractor shall:

(1) Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order which may be affected by the Y2K compliance requirements.

(2) Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

--End of Section--

GENERAL DECISION IN990006 04/16/99 IN6  
General Decision Number IN990006

Superseded General Decision No. IN980006

State: Indiana

Construction Type:  
HEAVY  
HIGHWAY

County(ies):

ADAMS	HARRISON	PIKE
ALLEN	HENDRICKS	POSEY
BARTHOLOMEW	HENRY	PULASKI
BENTON	HOWARD	PUTNAM
BLACKFORD	HUNTINGTON	RANDOLPH
BOONE	JACKSON	RIPLEY
BROWN	JASPER	RUSH
CARROLL	JAY	SCOTT
CASS	JEFFERSON	SHELBY
CLARK	JENNINGS	SPENCER
CLAY	JOHNSON	STARKE
CLINTON	KNOX	STEUBEN
CRAWFORD	KOSCIUSKO	SULLIVAN
DAVISS	LAGRANGE	SWITZERLAND
DE KALB	LAWRENCE	TIPPECANOE
DEARBORN	MADISON	TIPTON
DECATUR	MARION	UNION
DELAWARE	MARSHALL	VANDERBURGH
DUBOIS	MARTIN	VERMILLION
ELKHART	MIAMI	VIGO
FAYETTE	MONROE	WABASH
FLOYD	MONTGOMERY	WARREN
FOUNTAIN	MORGAN	WARRICK
FRANKLIN	NEWTON	WASHINGTON
FULTON	NOBLE	WAYNE
GIBSON	OHIO	WELLS
GRANT	ORANGE	WHITE
GREENE	OWEN	WHITLEY
HAMILTON	PARKE	
HANCOCK	PERRY	

\* EXCEPT LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	03/12/1999
1	04/02/1999
2	04/16/1999

COUNTY(ies):

ADAMS	HARRISON	PIKE
ALLEN	HENDRICKS	POSEY
BARTHOLOMEW	HENRY	PULASKI
BENTON	HOWARD	PUTNAM

BLACKFORD	HUNTINGTON	RANDOLPH
BOONE	JACKSON	RIPLEY
BROWN	JASPER	RUSH
CARROLL	JAY	SCOTT
CASS	JEFFERSON	SHELBY
CLARK	JENNINGS	SPENCER
CLAY	JOHNSON	STARKE
CLINTON	KNOX	STEUBEN
CRAWFORD	KOSCIUSKO	SULLIVAN
DAVIESS	LAGRANGE	SWITZERLAND
DE KALB	LAWRENCE	TIPPECANOE
DEARBORN	MADISON	TIPTON
DECATUR	MARION	UNION
DELAWARE	MARSHALL	VANDERBURGH
DUBOIS	MARTIN	VERMILLION
ELKHART	MIAMI	VIGO
FAYETTE	MONROE	WABASH
FLOYD	MONTGOMERY	WARREN
FOUNTAIN	MORGAN	WARRICK
FRANKLIN	NEWTON	WASHINGTON
FULTON	NOBLE	WAYNE
GIBSON	OHIO	WELLS
GRANT	ORANGE	WHITE
GREENE	OWEN	WHITLEY
HAMILTON	PARKE	
HANCOCK	PERRY	

ASBE0008D 07/01/1998

	Rates	Fringes
DEARBORN, FAYETTE, FRANKLIN, OHIO, RIPLEY SWITZERLAND AND UNION COUNTIES		

ASBESTOS WORKERS/INSULATORS (Includes application of all insulating materials, protective coverings, coatings & finishings to all types of mechanical systems)	20.52	7.15
HAZARDOUS MATERIAL HANDLERS (Includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems)	15.00	4.00

ASBE0018P 06/01/1998

	Rates	Fringes
BARTHOLOMEW, BENTON, BOONE, CARROLL, CLINTON, DELAWARE, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON, MADISON, MARION, MONROE, MONTGOMERY, MORGAN, SHELBY, TIPPECANOE, TIPTON, AND WARREN COUNTIES:		

ASBESTOS WORKER/INSULATORS:

(includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)

22.72 6.96

HAZARDOUS MATERIAL HANDLERS

(includes preparation, wettings, stripping, removal, scrapping, vacuuming, bagging & disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

13.80 4.00

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ASBE0037P 04/01/1999

Rates

Fringes

DAVIESS, DUBOIS, GIBSON, KNOX, MARTIN, PIKE, POSEY,  
SPENCER, SULLIVAN, VANDERBURGH AND WARRICK COUNTIES

ASBESTOS WORKER/INSULATOR

(includes application of all insulating materials protective coverings, coatings an finishes to all types of mechanical systems. Also the application of firestopping, material openings and penetrations in walls, floors, ceilings, curtain walls and all lead abatement.

22.00 8.26

HAZARDOUS MATERIAL HANDLER

(Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

12.30 3.00  
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ASBE0041B 07/01/1997

Rates

Fringes

ADAMS, ALLEN, BLACKFORD, DE KALB,  
GRANT, HUNTINGTON, JAY, MIAMI,

NOBLE, STEUBEN, WABASH, WELLS  
AND WHITLEY COUNTIES:

ASBESTOS WORKER/INSULATORS:

(includes application of all insulating materials, protective coverings, coatings and finishings to all types of mechanical systems)

20.64 6.55  
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BRIN0001B 06/01/1998		
	Rates	Fringes
CLARK, FLOYD, & HARRISON COUNTIES		
BRICKLAYERS-STONEMASONS		
CEMENT MASONS	18.18	4.38
MARBLE, TILE AND TERRAZZO WORKERS	18.18	4.38
POSEY, VANDERBURGH AND WARRICK COUNTIES		
BRICKLAYERS, MASONS	21.11	5.65
MARBLE MASONS, TILE LAYERS AND TERRAZZO WORKERS	20.15	5.15
-----		
BRIN0002P 06/01/1998		
	Rates	Fringes
FORT WAYNE		
ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:		
TILE, MARBLE & TERRAZZO FINISHERS	15.57	3.13
TERRAZZO GRINDER FINISHER	15.87	3.23
BRICKLAYER, STONE MASON, MARBLE MASONS, POINTER, CLEANER, AND CAULKER	20.81	6.25
TILE SETTERS AND MARBLE MASON MECHANIC	20.65	1.78
TERRAZZO WORKER MECHANIC	21.15	1.78
-----		
BRIN0003B 12/01/1998		
	Rates	Fringes
INDIANAPOLIS		
BOONE, HANCOCK, HENDRICKS, JOHNSON, MARION, MONTGOMERY, MORGAN AND SHELBY COUNTIES:		
BRICKLAYER, STONE MASON, POINTER, CAULKING	22.20	4.75
TILE, MARBLE	24.58	4.07
TERRAZZO	24.13	5.12

FINISHERS (Terrazzo Worker, Mosaic Worker)	18.45	2.90
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BRIN0005P 12/01/1998		
	Rates	Fringes
TERRE HAUTE		
CLAY, DAVIESS, GIBSON, GREENE, KNOX, MARTIN, PARKE, PIKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES		
BRICKLAYERS, CAULKERS, POINTERS, CLEANERS AND STONE MASONS	22.13	5.77
TILE & MARBLE WORKERS	24.98	4.07
TERRAZZO WORKER	24.53	5.12
TILE & MARBLE FINISHER	13.97	2.90
TERRAZZO FINISHER	14.94	2.90
GREENE AND SULLIVAN COUNTIES: CEMENT MASONS	19.68	5.77

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BRIN0006B 12/01/1998		
	Rates	Fringes
MERRILLVILLE		
JASPER, NEWTON & STARKE COUNTIES		
BRICKLAYERS, STONEMASONS, CAULKERS, POINTERS AND CLEANERS	25.30	6.92

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* BRIN0011A 12/01/1998		
	Rates	Fringes
LAFAYETTE		
BENTON, CARROLL, CLINTON, FOUNTAIN, TIPPECANOE, WARREN and WHITE COUNTIES:		
BRICKLAYERS, STONE MASON, POINTER-CLEANER-CAULKER MOSAIC	20.49	5.84
TILE & MARBLE SETTER	24.18	4.07
TERRAZZO WORKER	23.73	5.12
TILE & MARBLE FINISHER	13.97	2.90
TERRAZZO FINISHER	14.94	2.90

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BRIN0018E 06/01/1998		
	Rates	Fringes
SOUTH BEND		
CASS, ELKHART, FULTON, GRANT, HOWARD, KOSCUISKO, LAGRANGE, MARSHALL, MIAMI, PULASKI, WABASH		

BRICKLAYER, MASONS (ELKHART,  
KOSCUISKO AND LAGRANGE) &  
POINT CAULKERS

21.11

5.37

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BRIN0019P 06/01/1998

Rates

Fringes

MUNCIE

BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HAMILTON, HENRY, JAY,  
MADISON, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES

BRICK, STONE MASONS, POINTER-

CLEANER & CAULKER

20.24

6.65

TILE & MARBLE SETTER

24.18

4.07

TERRAZZO WORKER

23.73

5.12

TILE & MARBLE FINISHER

13.97

2.90

TERRAZZO FINISHER

14.94

2.90

---

BRIN0025A 11/01/1998

Rates

Fringes

BLOOMINGTON

BARTHOLOMEW, BROWN, DEARBORN,  
DECATUR, JENNINGS, MONROE, OHIO,  
OWENS, RIPLEY AND SWITZERLAND  
COUNTIES

BRICKLAYERS, STONE MASONS

20.02

4.80

TILE & MARBLE SETTER

24.18

4.07

TERRAZZO WORKER

23.73

5.12

TILE & MARBLE FINISHER

13.97

2.90

TERRAZZO FINISHER

14.94

2.90

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CARP0107M 04/01/1998

Rates

Fringes

ADAMS, CASS, ELKHART, FULTON, GRANT,  
HOWARD, HUNTINGTON, KOSCIUSKO, MARSHALL,  
MIAMI, TIPTON, WABASH AND  
WELLS COUNTIES:

CARPENTERS

19.51

4.44

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CARP0108B 04/01/1998

Rates

Fringes

BENTON, CARROLL, CLINTON, PULASKI,  
TIPPECANOE, WARREN AND WHITE  
COUNTIES

CARPENTERS

17.78

6.21

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CARP0109C 04/01/1998

	Rates	Fringes
DAVIESS, GIBSON, GREENE, KNOX, LAWRENCE, MARTIN, ORANGE AND SULLIVAN COUNTIES:		
CARPENTERS	18.25	5.95
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CARP0110M 04/01/1998		
	Rates	Fringes
ALLEN, DEKALB, LAGRANGE, NOBLE, STEUBEN AND WHITLEY COUNTIES:		
CARPENTERS	19.36	4.44
-----		
CARP0111C 04/01/1998		
	Rates	Fringes
BOONE, CLAY, FOUNTAIN, HAMILTON, HANCOCK, HENDRICKS, JOHNSON (CLARK, PLEASANT AND WHITE RIVER TOWNSHIPS), MONROE, MONTGOMERY, MORGAN, OWEN, PARKE, PUTNAM, VERMILLION AND VIGO COUNTIES		
CARPENTERS	18.79	5.37
-----		
CARP0111M 04/01/1998		
	Rates	Fringes
BARTHOLOMEW, BLACKFORD, BROWN, DECATUR, DELAWARE, FAYETTE, FRANKLIN, HENRY, JAY, JOHNSON (EXCLUDING TOWNSHIPS OF CLARK, PLEASANT AND WHITERIVER), MADISON, RANDOLPH, RUSH, SHELBY, UNION AND WAYNE COUNTIES		
CARPENTERS	18.65	5.37
-----		
CARP0111P 04/01/1998		
	Rates	Fringes
MARION COUNTY		
CARPENTERS	19.70	5.37
-----		
CARP0215P 06/01/1994		
	Rates	Fringes
BENTON, CARROLL, CLINTON, TIPPECANOE, WARREN AND WHITE COUNTIES:		
TREATMENT PLANTS		

CARPENTERS AND LATHERS	18.75	4.50
PILEDRIVERS	19.10	4.50
-----		
CARP0999G 04/01/1995		
	Rates	Fringes
JASPER, NEWTON AND STARKE COUNTIES:		
CARPENTERS	21.60	7.47
-----		
CARP0999H 04/01/1998		
	Rates	Fringes
CRAWFORD, DUBOIS, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES:		
CARPENTERS	18.00	5.80
-----		
CARP0999P 04/01/1998		
	Rates	Fringes
DEARBORN, JACKSON, JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES		
CARPENTERS	18.05	5.75
-----		
CARP0999R 04/01/1998		
	Rates	Fringes
CLARK, FLOYD, HARRISON, JEFFERSON, SCOTT AND WASHINGTON COUNTIES		
CARPENTERS	18.05	5.75
-----		
CARP1031T 06/01/1997		
	Rates	Fringes
CLARK, FLOYD, HARRISON AND  WASHINGTON COUNTIES		
MILLWRIGHTS	20.20	6.95
-----		
ELEC0153C 06/02/1997		
	Rates	Fringes
ELKHART, KOSCIUSKO, AND MARSHALL COUNTIES.		
ELECTRICIANS	23.08	3.07+10%
-----		
ELEC0212Z 08/17/1998		

DEARBORN AND SWITZERLAND COUNTIES:	Rates	Fringes
LINE CONSTRUCTION:		
Lineman; Equipment Operator	21.05	6.89
Groundman	15.23	6.39
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ELEC0305P 06/01/1998		
ADAMS, ALLEN, DE KALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:	Rates	Fringes
ELECTRICIANS	22.93	4.35+11%
-----		
ELEC0369G 06/01/1998		
CLARKE, FLOYD AND HARRISON COUNTIES	Rates	Fringes
LINE CONSTRUCTION		
Lineman; Equipment Operator	22.25	6.35
Groundman	13.83	6.35
-----		
ELEC0668P 12/01/1996		
BENTON, CARROLL, CASS, FULTON, TIPPECANOE AND WHITE COUNTIES:	Rates	Fringes
ELECTRICIANS	22.00	6.06+a
FOOTNOTE:		
a. PAID HOLIDAYS: New Years Day, Memorial Day, July 4th, Labor Day, Veterans Day Thanksgiving Day and Christmas Day		
-----		
ELEC0702C 08/31/1998		
DUBOIS, GIBSON, PERRY, PIKE, POSEY, SPENCER AND VANDERBURGH  COUNTIES	Rates	Fringes
LINE CONSTRUCTION		
LINEMAN	27.31	20%+2.00
GROUNDMAN-EQUIPMENT OPERATOR (All crawler type equipment D-4 and larger)	23.38	20%+2.00
GROUNDMAN, Class A	16.44	20%+2.00
-----		
ELEC0725C 12/01/1998		
	Rates	Fringes

CLAY, GREENE, OWEN, PARKE,  
SULLIVAN AND VIGO COUNTIES

ELECTRICIANS	23.70	6.91
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ELEC0725G 03/01/1999

Rates

Fringes

CLAY, GREENE, OWEN, PARKE, SULLIVAN  
AND VIGO COUNTIES

COMMUNICATION SYSTEM TECHNICIANS	18.30	3.80+3%
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Includes the installation, operation, inspection, maintenance,  
repair and service of radio, television, recording, voice sound  
and vision production and reproduction apparatus, equipment and  
appliances used for domestic, commercial, education,  
entertainment and private telephone systems.

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ELEC0999C 01/08/1993

Rates

Fringes

BARTHOLOMEW, BOONE, DECATUR,  
HAMILTON, HANCOCK, HENDRICKS,  
JENNINGS, JOHNSON, MADISON,  
MARION, MONTGOMERY, MORGAN,  
PUTNAM, RIPLEY, RUSH AND  
SHELBY COUNTIES:

ELECTRICIANS	18.95	20%
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ELEC0999D 01/08/1993

Rates

Fringes

CLINTON, GRANT, HOWARD, MIAMI,  
TIPTON AND WABASH COUNTIES:

ELECTRICIANS	19.80	1.45+9.2%
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ELEC0999E 01/08/1993

Rates

Fringes

CRAWFORD, DAVIESS, DUBOIS, GIBSON,  
LAWRENCE, MARTIN, ORANGE, PERRY,  
PIKE, POSEY, SPENCER, VANDERBURGH  
AND WARRICK COUNTIES:

ELECTRICIANS	21.13	1.25+9.5%
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ELEC1393E 09/01/1998

Rates

Fringes

REMAINING COUNTIES

LINE CONSTRUCTION:

LINEMAN	23.88	2.00+19.5%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks	18.49	2.00+19.5%
EQUIPMENT OPERATOR (Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% J.L. rate	22.69	2.00+19.5%
GROUNDMAN TRUCK DRIVER	16.16	2.00+19.5%
GROUNDMAN	14.09	2.00+19.5%

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ELEC1393P 09/01/1998

	Rates	Fringes
NEWTON COUNTY		

LINE CONSTRUCTION:

LINEMAN	25.84	2.00+19.5%
GROUNDMAN, EQUIPMENT OPERATOR: Diggers, 5th wheel type trucks, crawler type, D-4 and smaller, bucket trucks and live boom type line trucks	20.41	2.00+19.5%
EQUIPMENT OPERATOR (Backhoes over 1/2 yard bucket capacity, cranes rated at 15 ton or more capacity) 95% J.L. rate	24.55	2.00+19.5%
GROUNDMAN TRUCK DRIVER	18.22	2.00+19.5%
GROUNDMAN	15.23	2.00+19.5%

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ENGI0103J 04/01/1998

	Rates	Fringes
ADAMS, ALLEN, BENTON, BLACKFORD, CARROLL, CASS, CLINTON, DEKALB, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD,		

HUNTINGTON, JAY, JOHNSON, MADISON, MARION, MIAMI, RANDOLPH, RUSH  
SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, WELLS,  
WHITE AND WHITLEY COUNTIES:

POWER EQUIPMENT OPERATORS:

HEAVY AND HIGHWAY CONSTRUCTION:

GROUP 1	20.75	6.65
GROUP 2	19.03	6.65
GROUP 3	18.11	6.65
GROUP 4	16.61	6.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressors in manifold with throttle valve;  
Asphalt plant engineer; Auto grade or similar type machine; Auto



patrol; Backhoe or farm-type tractor, 45 hp and over; Ballast regulator (RR); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer 21 cu. ft. or over; Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earth mover, rubber-tired, tandem (\$0.50 per hour additional for each bowl); Elevating grader; Fork lift, 10 ton or over; P.C.C. formless paver post driver; Highlift shovel, 1 1/2 cu. yd. or over; Hoist, 2 drums and over; Helicopter, crew; Hydraulic boom truck; keystone, skimmer scoop; Loader, self-propelled (belt, chain, wheel); Locomotive operator; Mechanic; Mucking machine; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Root rake, tractor-mounted; Self-propelled widener; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller; Backhoe on farm-type tractor, under 45 hp; Bull float; Cherry picker under 15 ton; Chip spreader, self-propelled; Concrete pump; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; End loader under 1 1/2 cu. yd.; Excavating loader, portable; Finishing machine and bull float; Guniting machine; Head greaser; Mesh or steel placer; Multiple tamping machine (RR); P.C.C. concrete belt placer; Pull grader, power control; Refrigerating machine, freezing operation; Ross carrier; Sheepfoot roller (self-propelled); Tamper (multiple vibrating, asphalt, waterbound macadam, bituminous macadam, brick surface); Trench machine, 24"

and under; Tube float; Welder

GROUP 3: Assistant plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fire tender on boiler; Hoist, 1 drum; Operator, 5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller, earth and sub-base material; Slurry seal machine; Spike machine (RR); Tamper (multiple vibrating, earth and sub-base material); Throttle valve and fire tender combination on horizontal or upright boiler; Tractaire with drill; Tractor, 50 h.p. or over; Well point system; Widener, APSCO or similar type

GROUP 4: Air compressor; Assistant to engineer, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable;

Digger post hole, power-driven; Fork lift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Operator, 1 through 4 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Power saw, concrete, power-driven; Pug mill; Pull broom, power-type; Seaman tiller; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub grader; Tractaire, tractor, below 50 h.p.; Truck crane oiler, driver; Spreader; Water pump; Welding machine, 2 of 300 amps or over

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ENGI0103K 04/01/1997

	Rates	Fringes
BENTON, CARROLL, CASS, CLINTON, DELAWARE, FAYETTE, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, JOHNSON, MADISON, MARION, MIAMI, RANDOLPH, RUSH, SHELBY, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE AND WHITE COUNTIES:		

POWER EQUIPMENT OPERATORS:

UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	20.26	6.22
GROUP 2	18.54	6.22
GROUP 3	17.62	6.22
GROUP 4	16.12	6.22

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor (pressurizing shafts, tunnels and divers); Air tugger; Auto patrol; Backfiller; Backhoe; Boom cat; Boring machine; Bulldozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer, dual drum; Concrete plant; Concrete pump; Crane with all attachments; Crane, electric overhead; Derrick; Dual-purpose truck (Pitman-type); Ditching machine 18" and over; Dredge; Elevators, when hoisting materials or tools; Fork lift; Formless paver; Generator, power for welders or compressors; Gradall; Helicopter; Helicopter winch

operator; High lift - front end loader; Hoist backhoe; Locomotive and/or Dinky engine; Mechanic on job site; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop and tractor; Scraper, rubber-tired; Spreader, tractor-mounted; Straddle carrier, Ross-type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe, 1/2 yd. and over; Trench box, power-driven; Tunnel shield; Welder (craft)

GROUP 2: A-frame truck; Batch plant, automatic dry batch; Bending machine, power-driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper, self-propelled; Concrete mixer, 21 cu. yd. or over; Concrete spreader, power-driven; Ditching machines, less than 18"; Drilling machine; Finish machines and bull float; Finishing machine; Fire tender, pile driving and boilers; Guniting machine; Head greaser; Mechanic; Mesh depressor; Mesh placer; P.C.C. concrete belt placer; Roller (asphalt, stone and sub base); Rotary drill; Sheepfoot roller, self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with

backhoe, under 1/2 yd.; Tractor, highlift, farm type; Tractor, industrial type; Tractor with winch; Well points; Winch truck

GROUP 3: Air compressor, 210 cu. ft. and over; Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot, power-agitated; Flex plane; Form grader; Hydro-hammer; Jack, hydraulic, power-driven; Minor equipment operator, 2, 3, 4, 5; Paving joint machine; Post hole digger; Roller, earth; Throttle valve; Track jack, power-driven; Tractor, farm-type; Truck crane driver

GROUP 4: Air compressor, less than 210 cu. ft.; Concrete mixer, under 21 cu. ft.; Conveyor; Generator; Mechanical heater; Oiler; Power broom; Pump; Welding machine

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ENGI0103T 08/15/1998

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, DEKALB, HUNTINGTON, JAY, STEUBEN, WELLS AND WHITLEY COUNTIES:		

POWER EQUIPMENT OPERATORS:

UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	19.95	5.65
GROUP 2	18.64	5.65
GROUP 3	17.97	5.65
GROUP 4	16.80	5.65

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor (pressurizing shafts, tunnels & divers); Air tugger; Auto patrol; Backfiller; Backhoe; Boom cat; Boring machine; Bulldozer; Caisson drilling machine; Cherry picker; Compactor (with dozer blade); Concrete mixer (dual drum);

Concrete plant; Crane with all attachments; Crane - electric overhead; Derrick; Dual-purpose truck (Pitman type); Ditching machine (18" and over); Dredge; Elevators (when hoisting material or tools); Fork lift; Formless paver; Helicopter; Helicopter winch operator; High lift - front end loader; Hoist; Locomotive and/or dinky engine; Mechanic on jobsite; Mucking machine; Panel board concrete plant; Pile driver; Push cat; Scoop & tractor; Scraper - rubber-tired; Spreader - tractor-mounted; Straddle carrier - Ross type; Sub base finish machine (C.M.I. or similar); Tower crane; Tractor with backhoe (1/2 yd. and over); Trench box - power-driven; Tunnel shield

GROUP 2: A-frame truck; Batch plant (automatic dry plant); Bending machine - power-driven; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boatman; Bull float; Compactor or tamper - self-propelled; Concrete mixer (21 cu. ft. or over); Concrete spreader - power-driven; Ditching machine (less than 18"); Finish machine & bull float; Finishing machine; Fire tender - pile driving & boilers; Guniting machine; Head greaser; Mesh depressor - mesh placer; P.C.C. concrete belt placer; Roller - asphalt, stone & sub base; Rotary drill; Sheepfoot roller - self-

propelled; Spreader or base paver - self-propelled; Sub grader; Throttle valve with air compressor or boiler; Tractor with backhoe (under 1/2 yd.); Tractor - high lift - farm type; Tractor - industrial type; Tractor with winch; Well points; Winch truck

GROUP 3: Air compressor (210 cu. ft. & over); Bituminous distributor; Chair cart; Concrete curing machine; Concrete saw; Dope pot - power-agitated; Flex plane; Form grader; Hydrohammer; Jacks - hydraulic power-driven; Minor equipment operator (2, 3, 4); Paving joint machine; Post hole digger; Roller - earth; Throttle valve; Track jack - power-driven; Tractor - farm type; Truck crane driver

GROUP 4: Air compressor (less than 210 cu. ft.); Concrete mixer (under 21 cu. ft.); Conveyor; Generator; Mechanical heater; Oiler; Power broom; Pump; Welding machine

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ENGI0150J 04/01/1998

	Rates	Fringes
ELKHART, FULTON, JASPER, KOSCIUSKO, LAGRANGE, MARSHALL, NEWTON, NOBLE, PULASKI AND STARKE COUNTIES:		

POWER EQUIPMENT OPERATOR:

HEAVY, HIGHWAY AND RAILROAD CONSTRUCTION:

GROUP 1	21.15	7.65
GROUP 2	19.55	7.65
GROUP 3	18.25	7.65
GROUP 4	16.85	7.65

POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Air compressors in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Auto patrol; Automatic Sub-Grade; Backhoe or farm type tractor, 45 hp and over; Ballast regulator (RR); Barrier Wall Machine; Batch Plants (Concrete & Asphalt); Bituminous mixer; Bituminous paver; Bituminous plant engineer; Boring Machine; Bulldozer; Caisson drilling machine; Cherry picker, 15 ton or over; Chip spreader; Concrete mixer, 21 cu. ft. or over; Concrete Belt Placer; Concrete Paver; Concrete Pump (Truck Mounted); Concrete Saw (track mounted); Concrete Spreader (power driven); Core drilling machine; Crane or derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Curb Machine; Gutter Machine; Dredge engineer; Dredge operator; Drilling machine on which the drill is an integral part; Earthmover, rubber-tired (paddle wheel, 616, 631, TS-24 or similar type); Earthmover, rubber-tired, tandem (.50 per hr. additional for each bowl); Elevating Grader; Forklift (10 ton or over); P.C.C. Formless Paver; Gradall; Gravel Processing Plant (portable); Operator of Guard Rail Post Driver; Highlift Shovel 1-1/2 cu.yd. or over) Frame; Hoist (2 drum & over); Helicopter crew; Hydraulic boom truck; Hydraulic Excavator; Loaded-Self propelled (belt chain wheel); Laser Screed; Locomotive operator; Mechanic; Mucking

machine; P.C.C. Concrete Belt Placer; Panel board concrete plant (central mix type); Paver (Hetherington); Pavement Breaker; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant (portable); Roller (asphalt, waterbound macadam, bituminous macadam, brick surface); Roller with dozer blade; Road Widener; Root rake (tractor-mounted); Roto Mill Grinder; Self-propelled widener; Stump remover; Surface heater and planer; Tandem push tractor (\$0.50 per hour additional); Tractor, boom; Winch or hoe head; Tractor (push); Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Well drilling machine; Widener (Apsco or similar type); Winch truck with A-frame

GROUP 2: Air compressor with throttle valve or Clever Brooks type combination; Backfiller; Farm type tractor (under 45 H.P.); Cherry picker under 15 ton; Chip spreader (self-propelled); Concrete pump (trailer type); Concrete mesh depressor, independently operated; End loader under 1 1/2 cu. yd.; Excavating loader (portable); Finishing machine and bull float; Guniting machine; Hydraulic Power unit; Head greaser; Mesh or steel placer; Multiple tamping backhoe on machine (RR); Bull float (bidwell Machine); Refrigerating machine-operation; Ross Carrier; Sheepfoot roller (self-propelled); Tamper-Multiple Vibrating (Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface); Trench machine (24" and under); Tube float; Water Pull/Wagon; Welder

GROUP 3: Plant engineer; Base paver (Jersey or similar type machine); Concrete finishing machine; Concrete mixer, less than 21 cu. ft.; Curb machine; Farm tractor, including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity or less; Fireman, on boiler; Hoist, 1 drum; Operator, 3-5 pieces of minor equipment; Paving breaker; Power broom, self-propelled; Roller,

earth and sub-base material; Power Saw-Concrete (Power Driven); Slurry seal machine; Spike machine (RR); Sub-surface Material Distributor; Tamper (multiple vibrating, earth and sub-base material); Throttle valve; Throttle Valve and fireman combination on horizontal or upright boiler; Tractaire with drill; Well Point

GROUP 4: Air compressor; Assistant to engineer, oiler; Bituminous patching tamper; Belt spreader; Broom and belt machine; Chair cart, self-propelled; Coleman-type screen; Conveyor, portable; Deck-hand Digger post hole, power-driven; Forklift, under 10 ton; Form grader; Form tamper, motor-driven; Generator; Hetherington driver; Hydra seeder; Mechanic heater; Operator, 2 pieces of minor equipment; Outboard or inboard motor boat; Power curing spraying machine; Pug mill; Pull broom, power type; Seaman tiller; Skid steer loader over 3/4 cu. yd.; Straw blower or brush mulcher; Striping machine paint, motor-driven; Sub-grader; Tractaire; Tractor, below 50 h.p.; Truck crane oiler; Spreader; Water pump

	Rates	Fringes
LAKE, LAPORTE, PORTER AND ST. JOSEPH COUNTIES		

POWER EQUIPMENT OPERATOR HEAVY/HIGHWAY

GROUP 1	25.55	7.65+a
GROUP 2	25.10	7.65+a
GROUP 3	24.68	7.65+a
GROUP 4	23.45	7.65+a
GROUP 5	21.60	7.65+a

FOOTNOTE:

- a. PAID HOLIDAYS: New Years Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt plants (construction), Asphalt plant (permanent), Auto Patrol (Maintainer), Automatic Dry Batch Plant, Automated Concrete Placer, Automated Sub-Grader, Automated Slip Form Paver, Automated Finish Machine, Combination Backhoe Front, End Loader Machine (1/2 cu. yd.), Backhoe bucket or over or with attachments), Combination backhoe 1 cu yd, Backhoe bucket or over or with attachments, Ballast Regulator (RR), Belt Loader (stationary), Boring Machine (road), Bulldozer, Concrete Mixer(27 cu. ft. or over), Concrete Pump (truck mounted), Concrete Breaker (truck mounted and self-propelled), Core Drilling Machine, Cranes and Backhoes (all attachments), Cranes, Hammerhead, Creter Crane, Crushers (concrete, rock, recycling, etc.), Derricks , Derricks (traveling), Dredge Operator, Formless Curb and Gutter Machine (36 inches and over), Formless Curb and Gutter Machine under 36 inches, Gradall and Machines (of a like nature), Guardrail Post Driver (truck mounted), Lead Greaser, Helicopter, Highlift Shovel

(3 yd. and over), Hoist (1 drum), Hoist (2, and 3 drums), Hydraulic Power Units (grouting, piledriving and extracting) Hydro or water blaster (self-propelled), Locomotive Operators, Mechanic, Welder, Mucking Machine, Panelboard Concrete Plant (central mix type), Paver (Hetherington), Pile Driver (Skid or Crawler), Road Paving Mixer, Rock Drill Crawler or Skid Rig, Rock Drill (truck Mounted), Ross Carrier, Roto Mill Grinder (36" and over), Roto mill grinder (less than 36"), Throttle Valve and Compressor or Clever Brooks Type Combination, Throttle Valve and Fireman Combination or Horizontal or Upright Boiler, Tournapull or similar type equipment, Tractor (boom), Tractor Drawn Belt Loader with attached Pusher (requires two engineers), Trench Machine, Tug Boat Operator, Wheel Excavator, Winch Tractor with "a" frame, Scoops, Turnapull or similar types machine used in Tandem (add \$1.00 to class 1 hourly rate for each machine attached there to).

GROUP 2: Combination Backhoe Front End Loader Machine with less than 1/2 cu. yd., Backhoe Bucket or with attachments, Bituminous Mixer, Bituminous Paver, Bridge Deck Finisher, Concrete Mixer (less than 27 cu. ft.), Compressor and throttle valve, Compressor (common receiver 3), Greaser, Highlift Shovels (under 3 cu. yds.), Jersey Spreader or Base Paver, Pavement

Bump Grinder (self-propelled), Roller (Asphalt, waterbound, Macadam, Bituminous Macadam, Brick Surface, Sheepfoot Roller (self-propelled with blade), Surface Heater and Planer, Tamper (multiple vibrating, asphalt waterbound macadam, bituminous macadam, brick surface), Tractor (push), Tractor with scoop, Widener, Apsco or similar type.

GROUP 3: Back Filler, Bituminous Distributor, Broom and Belt Machine, Bull Float, Compressor (common receiver 2), Concrete cutter wheel type (rockwell), Concrete Finishing Machine, Concrete Spreader (power driven), Digger, Post Hole (power driven), Finishing Machine and Bull Float, Forklift, Form Grader, Form Tamper (motor driven), Hydraulic (boom truck) when used for hauling materials, Laser screed, Multiple Tamping Machine, Paving Breaker, Roller (earth and subbase material), Roller sheepfoot (self-propelled), Sub-grader, Tamper, Multiple Vibrating (earth and subbase material), Tractor with Drill, Tractor (with all drawn attachments except backhoe and including Highlift, Endloader of 1 cu. yd. capacity and less.

GROUP 4: Air Compressors, Conveyor (all), Fireman on Boiler, Generator, Grout Machine, Power curing Spraying Machine (self-propelled), Broom (self-propelled), Seaman Tiller, Skid steer loaders, Spike Machine (RR), Stripping Machine (paint, self-propelled), Throttle Valve, Welding Machine, Well Points System.

GROUP 5: Deck Hand, Hetherington Driver, Mechanical Heater (1 to 5), Outboard or Inboard Motor Boat, Oiler, Power Saw (Concrete Power Driven), Water Pump, Grasscutter.

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 ENGI0181U 04/01/1998

	Rates	Fringes
BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK AND WASHINGTON COUNTIES:		

POWER EQUIPMENT OPERATORS:

HEAVY AND HIGHWAY CONSTRUCTION:

GROUP 1	21.05	5.90
GROUP 2	18.50	5.90
GROUP 3	16.47	5.90

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air compressor in manifold with throttle valve; Asphalt plant engineer; Auto grade or similar type machine; Bituminous mixer; Bituminous paver; Bituminous plant engineer; Bulldozer; Caisson drilling machine; Cherry picker, all; Ballast regulator (RR); Chip spreader, self-propelled; Cold grinder or similar type equipment; Concrete mixer, 21 cu. ft. or over; Concrete pump, truck-mounted; Core drilling machine; Crane or

derrick with any attachment (including clamshell, dragline, shovel, backhoe, etc.); Dredge operator; Drilling machine on which the drill is an integral part; Earth mover, rubber-tired, tandem 0.50 per hour additional; Elevating grader; Endloader, Hi-lift shovel; P.C.C. formless paver; Gradall; Gravel processing plant, portable; Guardrail post driver operator; Head greaser; Hi-lift shovel, endloader; Hoist (2 drums and over); Helicopter crew; Hydraulic boom truck, Keystone, Skimmer Scoop; Loader, self-propelled (belt, chain wheel); Locomotive operator; Mechanic; Mucking machine; Multi-bank drill operator; Panel board concrete plant, central mix type; Paver, Hetherington; Pile driver, skid or crawler; Road paving mixer; Rock breaking plant; Rock crushing plant, portable; Roller (asphalt, waterbound, macadam, bituminous macadam, brick surface); Roller, with dozer blade; Root rake, tractor-mounted; Stump remover, tractor-mounted; Surface heater and planer; Tandem push tractor, \$0.50 per hour additional; Tractor, boom winch or hoe head; Tractor, push; Tractor with scoop; Tractor-mounted spreader; Tree mover; Trench machine, over 24"; Tug boat operator; Welder; Well drilling machine; Self-propelled widener

GROUP 2: Air compressor with throttle valve or clever brooks-type combination; Backfiller, base paver, Jersey or similar type machine; Bull float; Concrete finishing machine; Concrete mesh depressor, independently operated; Concrete spreader, power-driven; Dredge engineer; Excavator loader, portable; Fire tender on boiler; Forklift, regardless of ton; Hoists, 1 drum; Mesh or steel placer; Minor equipment operator, 5 pieces; Multiple tamping machine (RR); P.C.C. concrete placer; Paving breaker; Power broom, self-propelled; Pull grader, power-controlled; Refrigerating machine, freezing operation; Roller, earth and sub-base material; Ross carrier (Straddle buggy); Sheepfoot roller, self-propelled without blade; Tamper, multiple vibrating

(asphalt, waterbound macadam, bituminous macadam, brick surface) Tamper, multiple vibrating (earth and sub-base material); Trench machine, 24" and under; Tube float; Well point system; Widener, Apsco or similar type; Winch truck with A-frame

GROUP 3: Air compressor, oiler; Automatic dry batch plant; Bituminous distributor; Bituminous patching tamper; Belt spreader; Broom and belt machine; Brush burner; Chair cart, self-propelled; Coleman-type screen; Cold grinder oiler; Concrete mixer, less than 21 cu. ft.; Conveyor, portable; Curb machine; Deckhand; Digger (post hole, power-driven); Farm tractor, including farm tractor with all attachments (except backhoe, Hi-lift endloaders); Form grader; Form tamper, motor-driven; Generator; Guniting machine; Hetherington driver; Hydra seeder; Mechanical heater; Minor equipment operator, 1 through 4 pieces; Curing spraying machine; Power saw, concrete (power-driven); Pug mill pull broom, power type; Seaman tiller; Slurry seal machine; Spike machine; Straw blower or brush mulcher; Stripping machine (paint, motor-driven); Sub grader; Throttle valve; Tractaire with drill; Truck crane and multi-drill oiler, driver; Spreader; Water pump



	Rates	Fringes
BARTHOLOMEW, BROWN, CLARK, CRAWFORD, DEARBORN, DECATUR, DUBOIS, FLOYD, FRANKLIN, GIBSON, HARRISON, JACKSON, JEFFERSON, JENNINGS, LAWRENCE, MARTIN, OHIO, ORANGE, PERRY, PIKE, POSEY, RIPLEY, SCOTT, SPENCER, SWITZERLAND, VANDERBURGH, WARRICK AND WASHINGTON COUNTIES:		

POWER EQUIPMENT OPERATORS:

SEWER WATERLINE & UTILITY CONSTRUCTION:

GROUP 1	20.63	6.00
GROUP 2	18.19	6.00
GROUP 3	16.10	6.00

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: A-frame winch truck; Air compressor 900 cu. ft. and over; Air tugger; Autograde (CMI); Auto patrol; Backhoe; Ballast regulator (RR); Batch plant (electrical control concrete); Bending machine (pipe); Bituminous plant (engineer); Bituminous plant; Bituminous mixer travel plant; Bituminous paver; Bituminous roller; Buck hoist; Bulldozer; Cableway; Chicago boom; Clamshell; Concrete mixer, 21 cu. ft. or over; Concrete paver, concrete pump, crete; Crane; Craneman; Crusher plant; Derrick; Derrick boat; Dinky; Dope pots (pipeline); Dragline; Dredge operator; Dredge engineer; Drill operator; Elevator grader; Elevator; Ford hoe, or similar type equipment; Forklift; Formless paver; Gantry crane; Gradall; Grademan; Hopto; Hough loader or similar type; Hydro crane; Motor crane; Mucking machine; Multiple tamping machine (RR); Overhead crane; Pile driver; Pulls; Push dozer; Push boats; Roller (sheep foot); Ross Carrier; Scoop; Shovel; Side boom; Swing crane; Trench machine; Welder (heavy

duty; Truck-mounted concrete pump; Truck-mounted drill; Well point; Whirleys

GROUP 2: Air compressor, up to 900 cu. ft.; Brakeman; Bull float; Concrete mixer, over 10S and under 21S; Concrete spreader or puddler; Deck engine; Electric vibrator compactor (earth or rock); Finishing machine; Fireman; Greaser, on grease facilities servicing heavy equipment; Material pump; Motor boats; Portable loader; Post hole digger; Power broom; Rock roller; Roller, wobble wheel (earth and rock); Spike machine (RR); Seaman tiller; Spreader rock; Sub grader; Tamping machine; Welding machine; Widener, Apsco or similar type

GROUP 3: Bituminous distributor; Cement gun; Concrete saw; Conveyor; Deckhand oiler; Earth roller; Form grader; Generator; Guard rail driver; Heater; JLG lifts; Oiler; Paving joint machine; Power traffic signal; Scissor lift; Steam Jenny; Truck crane oiler; Vibrator; Water pump

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ENGI0841P 04/01/1998

	Rates	Fringes
BOONE, CLAY, DAVIESS, FOUNTAIN, GREENE, HENDRICKS, KNOX, MONROE, MONTGOMERY, MORGAN OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLIAN,		

VIGO AND WARREN COUNTIES:

POWER EQUIPMENT OPERATORS:

HEAVY, HIGHWAY AND UTILITY CONSTRUCTION

GROUP 1	21.00	7.25+a
GROUP 2	14.75	7.25+a

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Air Compressor Over 600 CU FT, Air Compressors (2), Compressors hooked in Manifold, Asphalt Plant Engineer, Auto Grade and/or C.M.I. or similar type Machine, Auto Patrol, Motor Patrol, Power Blade, Aspco Paver, Asphalt Planer, Asphalt Rollers, Asphalt Paver Operator, Concrete or Asphalt Milling Machine, Self Propelled Widener, Backhoe and/or Pavement Breaker Attachment, Self Propelled Pavement Breaker, Ballast Regulator (R.R), Bituminous Mixer, Bituminous Paver, Bituminous Plant Engineer, Bulk Cement Plant Engineer, Bulldozer, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Back Filler, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Boring Machine, Bolier Operator, Brush Mulcher, Bull Float, Finishing Machine, Power Cranes, Overhead Cranes, Truck cranes, Piledriver, Skid or Crawler, Guard Rail Post Driver, Tower Cranes, Hydro Crane, Cherry Picker, Draglines, Derricks, Shovels, Clam, Gradalls, Two Drum Machine, Concrete or Asphalt Curb Machine, Self Propelled, Concrete Mixers with Skid, Tournamixer, Concrete Pump (Truck or Skid Mounted), Concrete Plant Engineer, Soil Cement Machine, Formless Paver, Concrete Spreader, Span Saw (and similar types), Chip Spreader, Mesh Placer, Dredging Equipment or Dredge Engineer or Dredge Operator,

Tug Boat Operator, Marine Scoops, Ditching Machine with Dual Attachment, Standard or Dinkey Locomotives, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type Drilling Machine (Well Point Systems), 4 Point Life System (Power Lift or similar type), Mud Cat, Mucking Machine, Sull-Air Mechanics, Welder, Head Equipment Greaser, Tournapull, Tractor Operating Scoops, Push Tractors, Large Rollers on Earth, Loaders (Track or Rubber Mounted), or similar type Machine, Lull, Tournadozer, Scoopmobiles, Elevating Machines, Power Broom (Self Propelled), Power Sub Grader, Hydra Ax, Farm Tractor with Attachments, Soil Stabilizer (Seaman Tiller, Bo mag, Rago Gator and similar types of equipment), Tree Mover, Stump Remover, Root Rake, Hydra Seeder, Straw Blower, Refrigerating Machine, Freezing Operator, Chair Cart-Self Propelled, Helicopter Crew (3), Ross Carrier or Straddle Buggy or similar Machine, Rock Crusher Plant, Gravel Processing Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Pug Mill, Concrete Bump Grinder Machine, Power Curing Spray Machine, Forklift (except when used for landscaping), Snooper Truck Operator.

GROUP 2: Air Compressor 600 cu. ft. and under, Air Tugger, Air Valves, Assistant Concrete Plant Engineer, Assistant Asphalt Plant Engineer, Asphalt Plant Fireman, Bulk Cement Plant Equipment Greaser, Concrete Mixers without Skips, Curbing

Machine, Concrete Saw (Self Propelled), Conveyors, Cement Blimps, Ditching Machine under 6", Distributor Operator On trucks, Deck Hands, Elevators when used for hoisting material, Engine Tenders, Fork Lift (when used for landscaping), Farm Tractor, Fireman, Fireman on Paint or Dope Pots, Form Tamper, Form Grader, Flex Plane, Generators (two to four), or Welding Machines or Water Pumps, within 400 feet, Guniting Machine, Machine Mounted Post Hole Digger, Mule Jack, One Drum Machines without Tower or Boom, One Water Pump, One Welding Machine, Outboard or Inboard Motor Boat, Pull Broom (Power Type, Siphons and Pulsometer, Switchman, Striping and or Painting Machine (motor driven), Slurry Seal Machine, Track Jack, Temporary Heat, Throttle Valve, Tube Float, Tractaire, Wagon Drill, Multiple Tamping Machine (R.R.), Spike Machine (R.R.), Mechanical Heaters, Brush Burner, Vacuum Truck (Super Sucker and similar types),

#### FOOTNOTE

A. Employees operating booms from 149Ft. to 199 Ft. including jib, shall receive an additional seventy-five Cents (.75) per hour above the rate. Employees operating booms over 199 Ft. including jib, shall receive an additional one dollar and twenty-five cents (\$1.25) per hour above the regular rate.

B. Employees operating scoops, pulls, or tractors hooked in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

C. Employees operating scoops, pulls, or tractors pulling any other hauling unit in tandem shall receive an additional one dollar (\$1.00) per hour above the regular rate.

D. Underground work - Employees working in tunnels, shafts, etc. shall be paid a thirty percent (30%) premium above the wage rate

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ENGI9150M 06/01/1996

	Rates	Fringes
JASPER, NEWTON, PULASKI AND STARKE COUNTIES:		

#### POWER EQUIPMENT OPERATORS:

##### UNDERGROUND & UTILITY CONSTRUCTION:

GROUP 1	25.55	6.55
GROUP 2	25.05	6.55
GROUP 3	23.10	6.55
GROUP 4	21.90	6.55

#### POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Mechanic; Asphalt plant; Autograde; Batch plant; Benoto (requires 2 engineers); Boiler and throttle valve; Boring machine (mining machine); Caisson rigs; Central Redi-mix plant; Combination backhoe-endloader with backhoe bucket over 1/2 cu. yd.; Combination tugger hoist and air compressor; Compressor and

throttle; Concrete breaker (truck-mounted); Concrete conveyor;  
 Concrete paver over 27E cu. ft.; Concrete paver 27E cu. ft. and  
 under; Concrete pump with boom (truck-mounted); Concrete tower;  
 Cranes and backhoes, all attachments; Cranes, Hammerhead tower;  
 Creter cranes; Derricks, all; Derricks, traveling; Forklift, lull  
 type; Forklift, 10 ton and over; Hoists, 1, 2 and 3 drum; Hoist,  
 2 tigger - one floor; Hydraulic boom truck; Locomotives, all;  
 Motor patrol; Mucking machine; Pile driving and skid rig; Pit  
 machines; Pre-stress machines; Pumpcrete and similar types; Rock  
 drill, self-propelled; Rock drill, truck-mounted; Slip form  
 paver; Straddle buggies; Tractor with boom and side boom;  
 Trenching machine; Winch tractors

GROUP 2: Asphalt spreader; Boilers; Bulldozers; Combination  
 backhoe-endloader with backhoe bucket 1/2 cu. yd. and under;  
 Engineer acting as conductor in charge of crew; Grader,  
 elevating; Greaser engineer; Grouting machines; Highlift shovels  
 or front endloader; Hoists, automatic; Corboy drilling machines;  
 Hoists, all elevators; Hoists, tigger, single drums; Post hole  
 digger; Roller, all; Scoops, tractor-drawn; Stone crushers;  
 Tournapull; Winch trucks

GROUP 3: Concrete mixer (2 bag and over); Conveyor, portable;  
 Steam generators; Tractor, farm and similar type; Air compressor,  
 small, 150 and under, 1 to 5 not to exceed a total of 300 ft.;  
 Air compressor, large, over 150; Combination, small equipment  
 operator; Forklift, under 10 ton; Generator; Pump, 1 to 3 not to  
 exceed a total of 325 ft.; Pumps; Well points; Welding machines  
 (2 through 5); Winches, 4 electric drill winches

GROUP 4: Heater, mechanical (1 to 5); Oilers; Switchmen

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 IRON0022B 06/01/1998

	Rates	Fringes
BARTHOLOMEW, BOONE (REMAINDER OF COUNTY), BROWN, CLINTON (SOUTHWEST CORNER), DECATUR (W 3/4), DELAWARE (REMAINDER OF COUTNTY), FAYETTE (W 1/3), FRANKLIN (NW TIP), GRANT (REMAINDER OF COUNTY), HAMILTON, HANCOCK, HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS (NORTHWEST 2/3), JOHNSON, LAWRENCE (REMAINDER OF COUNTY), MADISON, MONROE (REMAINDER OF COUNTY), MONTGOMERY (SOUTHEASTERN TIP), MORGAN, OWEN (SOUTHEASTERN TIP), PUTNAM (EASTERN 1/3), RANDOLPH (SW TIP), RUSH (REMAINDER OF COUNTY), SHELBY, TIPTON, AND WAYNE COUNTIES:		

IRONWORKERS	20.60	9.85
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MARION COUNTY

IRONWORKERS	20.75	9.85
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IRON0044P 12/01/1998

	Rates	Fringes
DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (REMAINDER OF COUNTY), FRANKLIN (REMAINDER OF COUNTY), JEFFERSON (REMAINDER OF COUNTY), JENNINGS (REMAINDER OF COUNTY), OHIO, RIPLEY, RUSH		

(SOUTHEASTERN TIP), SWITZERLAND, AND UNION (SOUTHERN 1/3)

IRONWORKERS:

STRUCTURAL, MACHINERY

MOVERS, RIGGERS	20.20	9.24
FENCE ERECTORS	18.18	9.24

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IRON0070B 06/01/1998

	Rates	Fringes
CLARK, CRAWFORD, FLOYD, HARRISON, JACKSON (SOUTHERN 3/4); JEFFERSON (EXCLUDING NORTHEASTERN TIP); JENNINGS (SOUTHERN 3/4), LAWRENCE (SOUTHERN 2/3), MARTIN (SOUTHEASTERN 2/3), ORANGE, PERRY (EASTERN 3/4); SCOTT AND WASHINGTON COUNTIES:		

IRONWORKERS	20.26	9.32
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\* IRON0103A 04/01/1999

	Rates	Fringes
DAVIESS (S 1/2), DUBOIS, GIBSON, KNOX (S 1/2), MARTIN (SW 1/3), PERRY (W 1/4), PIKE, POSEY, SPENCER, VANDERBURGH, AND WARRICK		

IRONWORKERS	20.90	9.05
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IRON0147P 06/01/1998

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD AND DEKALB, COUNTIES; DELAWARE COUNTY (NORTHEAST THIRD OF COUNTY); FULTON COUNTY (EAST PART); GRANT COUNTY (EXCLUDING SOUTHWEST PORTION); HUNTINGTON AND JAY COUNTIES; MIAMI COUNTY (NORTHEAST HALF); NOBLE COUNTY (EXCLUDING NORTHEAST TIP); STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:		

IRONWORKER	19.90	9.37
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IRON0290D 12/01/1998

	Rates	Fringes
FAYETTE (NE 1/4), RANDOLPH (S. PART OF COUNTY EXCLUDING WINCHESTER BUT INCLUDING UNION CITY) UNION (NORTHERN 2/3), AND WAYNE (REMAINDER OF COUNTY) COUNTIES		

IRONWORKERS

WITHIN 25 MILES OF DAYTON

LOCAL UNION OFFICE	20.34	8.75
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BEYOND 25 MILES OF DAYTON

LOCAL UNION OFFICE	20.49	8.75
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IRON0292E 06/01/1998

	Rates	Fringes
ELKHART, FULTON (N. 2/3), KOSCIUSKO (REM. OF COUNTY), LAGRANGE (W. 1/3), MARSHALL, MIAMI (NW TIP), NOBLE (NW TIP), PULASKI (NE		

HALF) & STARKE COUNTIES

IRONWORKERS	18.75	8.86
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IRON0372P 06/01/1998

	Rates	Fringes
DEARBORN, DECATUR (REMAINDER OF COUNTY), FAYETTE (SE CORNER), FRANKLIN (S 3/4), OHIO, RIPLEY (REM. OF COUNTY), SWITZERLAND (REM. OF COUNTY), & JENNINGS (NE TIP) COUNTIES:		

IRONWORKERS:

REINFORCING

Within 25 miles of Hamilton

County, Ohio Courthouse	20.72	7.95
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Beyond 25 miles of Hamilton

County, Ohio Courthouse	20.92	7.95
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IRON0379D 06/01/1998

	Rates	Fringes
BENTON (REMAINDER OF COUNTY), BOONE (NORTHWESTERN 1/3), CARROLL, CASS, CLINTON (WESTERN 3/4), FOUNTAIN, FULTON (REMAINDER OF COUNTY), HOWARD (REMAINDER OF COUNTY), JASPER (SOUTHEASTERN 1/3), MIAMA (REMAINDER OF COUNTY), MONTGOMERY (REMAINDER OF COUNTY), NEWTON (SOUTHERN HALF), PARKE (NORTHWESTERN TIP), PULASKI (REMAINDER OF COUNTY), TIPPECANOE, WARREN, AND WHITE COUNTIES		

IRONWORKERS	19.84	9.35
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IRON0395C 06/01/1996

	Rates	Fringes
JASPER (NORTHERN 1/2), NEWTON (NORTHERN 1/2), PULASKI (NORTHWESTERN TIP) COUNTIES		

IRONWORKERS:

IRONWORKERS	22.98	10.16
SHEETER	23.23	10.16

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IRON0439A 06/01/1998

	Rates	Fringes
CLAY, DAVIESS, (REM. OF COUNTY), GREENE, KNOX (REM. OF COUNTY), LAWRENCE (NW 1/3), MARTIN (NW 2/3), MONROE (SW 1/4), MONTGOMERY (REM. OF COUNTY), OWEN (EXCL. NE TIP), PARKE (REM. OF COUNTY), PUTNAM (EXCL. NE 1/3), SULLIVAN, VERMILLION, AND VIGO COUNTIES		

IRONWORKERS	19.85	9.26
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IRON0465C 06/01/1998

	Rates	Fringes
BENTON (NORTHWESTERN TIP), JASPER (REMAINDER OF COUNTY), NEWTON (REMAINDER OF COUNTY)		

IRONWORKERS	23.36	10.91
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LABO0999D 04/01/1998

	Rates	Fringes
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LABORERS:

#### HEAVY AND HIGHWAY CONSTRUCTION

GROUP 1	15.42	4.45
GROUP 2	15.72	4.45
GROUP 3	16.37	4.45
GROUP 4	16.42	4.45

#### CAISSON & TUNNEL WORK IN FREE AIR:

GROUP 1	15.62	4.45
GROUP 2	15.72	4.45
GROUP 3	15.77	4.45
GROUP 4	16.22	4.45

#### LABORERS CLASSIFICATIONS (HEAVY AND HIGHWAY/CAISSON & TUNNEL WORK IN FREE AIR)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade

checker; Guard rail erector; Wire mesh layer; Joint man (mortar mastic, and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; Sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; Concrete puddler; Concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator; carpenter tender; continuous steel rod or mat installer, laborer instrument man; conduit installer, water pumps

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work; hod carriers (tending bricklayers); TV'ing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail  
form setter; Dynamite and powder man; General leadman

GROUP 4: Concrete finisher; Transverse and longitudinal hand  
bull float man; Concrete saw joint control cutting

LABORERS CLASSIFICATIONS (CAISSON & TUNNEL WORK IN FREE AIR)

GROUP 1: Bottomman, concrete men

GROUP 2: Mucker and tunnel laborer

GROUP 3: Concrete headman

GROUP 4: Miner or headerman

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LABO0999E 04/01/1998		
	Rates	Fringes
JASPER AND NEWTON COUNTIES		
LABORERS (UTILITY CONSTRUCTION):		
GROUP 1	17.77	4.45
GROUP 2	18.07	4.45
GROUP 3	18.72	4.45
GROUP 4	18.77	4.45
STARKE COUNTY		
LABORERS (UTILITY CONSTRUCTION):		
GROUP 1	17.42	4.45
GROUP 2	17.72	4.45
GROUP 3	18.37	4.45
GROUP 4	18.42	4.45
KOSCIUSKO, LAGRANGE AND MARSHALL COUNTIES		
LABORERS (UTILITY CONSTRUCTION):		
GROUP 1	15.42	4.45
GROUP 2	15.72	4.45
GROUP 3	16.37	4.45
GROUP 4	16.42	4.45
ADAMS, ALLLEN, BENTON, BLACKFORD, BOONE, CARROLL, CASS, CLINTON, DEKALB, DELAWARE, FAYETTE, FULTON, GRANT, HAMILTON, HANCOCK, HENRY, HOWARD, HUNTINGTON, JAY, MADISON, MARION, MIAMI, MONTGOMERY, NOBLE, PULASKI, RANDOLPH, RUSH, SHELBY, STEUBEN, TIPPECANOE, TIPTON, UNION, WABASH, WAYNE, WELLS, WHITE, AND WHITLEY COUNTIES		
LABORERS (UTILITY CONSTRUCTION):		
GROUP 1	15.42	4.45
GROUP 2	15.72	4.45
GROUP 3	16.37	4.45
GROUP 4	16.42	4.45



BARTHOLOMEW, BROWN, CLARK, CLAY, CRAWFORD, DEARBORN, DECATUR,  
 ELKHART, FLOYD, FOUNTAIN, FRANKLIN, GREENE, HARRISON,  
 HENDRICKS, JACKSON, JEFFERSON, JENNINGS, JOHNSON, LAWRENCE,  
 MARTIN, MONROE, MORGAN, OHIO, ORANGE, OWEN, PARKE, PERRY,  
 PUTNAM, RIPLEY, SCOTT, SULLIVAN, SWITZERLAND, VERMILLION, VIGO,  
 WARREN, AND WASHINGTON COUNTIES

LABORERS (UTILITY CONSTRUCTION):

GROUP 1	15.62	4.45
GROUP 2	15.92	4.45
GROUP 3	16.57	4.45
GROUP 4	16.62	4.45

DAVISS, DUBOIS, GIBSON, KNOX, PIKE, POSEY, SPENCES, VANDERBURGH,  
 AND WARRICK COUNTIES

LABORERS (UTILITY CONSTRUCTION):

GROUP 1	15.92	4.45
GROUP 2	16.32	4.45
GROUP 3	16.87	4.45
GROUP 4	16.92	4.45

LABORERS CLASSIFICATIONS (UTILITY CONSTRUCTION)

GROUP 1: Construction laborer; Fence erector; Flagger; Grade

checker; Guard rail erector; Wire mesh layer; Joint man (mortar, mastic and all other types); Lighting installer (permanent or temporary); Lineman for automatic grade maker on paving machines; Mortar man; Multi-plate erector; Rip-rap installer (all products and materials); Road marking and delineation laborer; Setting and placing of all precast concrete products; Sign installation including supporting structure; Spraying of all epoxy, curing compound, or like material; sod layer; Air tool, power tool, and power equipment operator; Asphalt lute man; Asphalt raker man; Batch truck dumper; Bridge handrail erector; Handler (bulk or bag cement); Chain saw man; concrete puddler; concrete rubber; Concrete saw operator; Core drill operator, eye level; Hand blade operator; Hydro seeder man; Motor-driven Georgia buggy operator; Power-driven compactor or tamper operator; Power saw operator; Pumpcrete assembly man; Screed man or screw man on asphalt paver; Rebar installer; Sandblaster man; Sealer applicator for asphalt (toxic); Setting and placing prestressed or precast concrete structural members; Side rail setter (for sidewalks, side ditches, radii, and pavements); Spreader box tender (manual or power-driven); Straw blower man; Subsurface drain and culvert pipe layer; Transverse and longitudinal hand bull float man; Concrete conveyor assembly man; Horizontal boring and jacking man; Jackman and sheetman; Pipe grade man; Winch and windlass operator

GROUP 2: Cutting torch burner; Laser beam aligner; Manhole erector; Sewer pipe layer; Water line installer, temporary or permanent; Welder (electric or oxy-acetylene) in connection with waterline and sewer work, Hod Carrier (tending bricklayers); TVing and associated grouting of utility lines

GROUP 3: Air track and wagon drillman; Concrete barrier rail form  
setter; Dynamite and powder man; General leadman

GROUP 4: Concrete Finisher; Transverse and Longitudinal hand  
bullfloat man; Concrete Saw Joint Control cutting;

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PAIN0008C 06/01/1997		
	Rates	Fringes
PULASKI AND STARKE COUNTIES		
PAINTERS:		
Brush	20.85	7.65
Drywall Taperin & finishing	21.10	7.65
Paper/Vinyl Hangers	21.10	7.65
Spray and Sandblasting	21.80	7.65

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PAIN0012H 06/13/1998		
	Rates	Fringes
DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES:		
PAINTERS:		
COMMERCIAL AND INDUSTRIAL:		
Brush & Roller, Paperhanger, Drywall Taping	18.70	4.25
Spray	19.20	4.25
Sandblasting	19.45	4.25

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PAIN0027Q 06/01/1998		
	Rates	Fringes
NEWTON COUNTY, West of Highway #41		
GLAZIER	25.10	9.59

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PAIN0047P 06/01/1998		
	Rates	Fringes
BARTHOLOMEW, BOONE, BROWN, DECATUR, HAMILTON, HANCOCK, HENDRICKS, JACKSON, JENNINGS, JOHNSON, LAWRENCE, MARION, MARTIN, MONROE, MORGAN, ORANGE, AND SHELBY COUNTIES		
PAINTERS:		
Brush, Roller	18.90	5.88
Spray and Sand-Blasting,	19.90	5.88

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PAIN0080A 06/01/1998		
	Rates	Fringes
BENTON, CARROLL, CASS, CLINTON, FOUNTAIN, MONTGOMERY TIPPECANOE AND WARREN COUNTIES		

Brush and Roller	18.50	5.92
Spray and Sandblasting	19.50	5.92

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PAIN0118E 05/01/1998

	Rates	Fringes
CLARK, CRAWFORD, FLOYD, HARRISON JEFFERSON, SCOTT AND WASHINGTON COUNTIES		

PAINTERS:

Brush; Drywall Finishers-Vinyl hangers	15.57	3.97
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PAIN0156A 04/01/1998

	Rates	Fringes
DAVIESS, DUBOIS, GIBZSON, KNOX, PERRY, PIKE, POSSEY, SPENCER, VANDERBURGH, AND WARRICK COUNTIES		

BRUSH & ROLLER	19.50	5.18
DRYWALL FINISHERS	19.75	5.18

SPRAY, SANDBLAST, POWER TOOLS, WATERBLAST & STEAM CLEANING	20.50	5.18
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MASTICS, CREOSOTES KEWINCH KOATE, & COAL TAR EPOXY	20.50	5.18
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SPRAY of MASTICS CREOSOTES, KWINCH KOATE, COAL TAR EPOXY	21.50	5.18
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PAIN0197A 07/17/1998

	Rates	Fringes
CLAY, GREENE, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES:		

PAINTERS:

Brush & Roller,	19.30	4.31
Spray & Pot Man	20.80	4.31
Sandblasting & Struc- tures over 100'	21.30	4.31
Steel up to 30'	19.55	4.31
Structures over 30'	20.30	4.31

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PAIN0387D 11/25/1997

	Rates	Fringes
DEARBORN, FRANKLIN, OHIO, RIPLEY,		

AND SWITZERLAND COUNTIES

GLAZIERS	19.00	2.95
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PAIN0460B 07/01/1998

	Rates	Fringes
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WHITE COUNTY

PAINTERS:

Brush	21.75	7.80
Paperhanger, vinyl	22.00	7.80
Spray and Sandblasting	22.70	7.80

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PAIN0469C 06/01/1998

	Rates	Fringes
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ADAMS, ALLEN, DEKALB, GRANT,  
HUNTINGTON, LAGRANGE, NOBLE,  
STEUBEN, WABASH, WELLS AND  
WHITLEY COUNTIES:

PAINTERS:

Brush, Roller, Paperhangers & Tapers	17.02	5.07
Sparry, Sandblaster, Steam Cleaning & Water Blasters	18.02	5.07
Ground & Pot Tenders (Sparry Sandblaster)	17.92	5.07

HEIGHT RATE:

31' - 60'	17.87	5.07
61' - 100'	18.27	5.07
OVER 101'	18.47	5.07
GROUND TO 30'	17.02	5.07

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PAIN0669A 04/01/1999

	Rates	Fringes
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BLACKFORD, DELAWARE, FAYETTE, FRANKLIN, HENRY, HOWARD, JAY,  
MADISON, MIAMI, RANDOLPH, RUSH, TIPTON, UNION AND WAYNE COUNTIES:

PAINTERS:

Brush; Roller; Paperhanging	18.05	3.68
Spray, Sandblasting	19.05	3.68
Drywall w/own tools	18.30	3.68
Drywall w/Ames tools	18.35	3.68
Drywall w/own plus Ames tools	18.60	3.68

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PAIN1118P 06/01/1998

	Rates	Fringes
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ELKHART, FULTON, KOSCIUSKO AND  
MARSHALL COUNTIES:

PAINTERS - DRYWALL TAPERS &  
FINISHERS - PAPERHANGERS

17.73

5.02

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PAIN1165Q 04/01/1998

Rates

Fringes

CLARK, CRAWFORD, DAVIESS, DUBOIS, FLOYD, GIBSON,  
HARRISION, JEFFERSON, KNOX, MARTIN, ORANGE, PERRY, PIKE, POSEY,  
SCOTT, SPENCER, VANDERBURGH, WARRICK AND WASHINGTON

GLAZIERS

19.61

4.34

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PAIN1165T 10/01/1997

Rates

Fringes

ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, JAY, NOBLE,  
STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES

GLAZIERS

21.71

1.04

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PAIN1165U 06/01/1998

Rates

Fringes

JASPER and NEWTON (East of  
Highway #41) COUNTIES

GLAZIERS

23.98

4.84

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PAIN1165V 07/01/1998

Rates

Fringes

ELKHART, FULTON, KOSCIUSKO,  
LAGRANGE, MARSHALL, PULASKI,  
AND STARKE

GLAZIERS

20.36

4.15

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PAIN1165Z 07/01/1998

Rates

Fringes

BARTHOLOMEW, BENTON, BOONE, BROWN, CARROLL, CASS, CLAY, CLINTON,  
DECATUR, DELEWARE, FAYETTE, FOUNTAIN, GREENE, HAMILTON, HANCOCK,  
HENDRICKS, HENRY, HOWARD, JACKSON, JENNINGS, JOHNSON, LAWRENCE,  
MADISON, MARION, MIAMI, MONROE, MONTGOMERY, MORGAN, OWEN, PARKE,  
PUTNAM, RANDOLPH, RUSH, SHELBY, SULLIVAN, TIPPECANOE, TIPTON,  
UNION, VIGO, VERMILLION, WARREN, WAYNE AND WHITE COUNTIES

GLAZIERS

22.32

4.04

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PLAS0075A 06/01/1995

Rates

Fringes

CLAY, OWEN, PARKE,  
PUTNAM, VERMILLION AND VIGO  
COUNTIES:

CEMENT MASON	15.85	4.42
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PLAS0083B 07/01/1998		
	Rates	Fringes
BLACKFORD, DELAWARE, GRANT, HAMILTON, MADISON, WABASH COUNTIES:	Parts of HANCOCK, JAY,	
PLASTERERS	18.15	5.25
CEMENT MASONS	18.00	5.56
-----		
PLAS0101A 01/01/1997		
	Rates	Fringes
FULTON AND MARSHALL COUNTIES;		
PULASKI COUNTY (SOUTHERN 1/2):		
CEMENT MASONS	19.46	5.60
-----		
PLAS0101C 07/01/1998		
	Rates	Fringes
ADAMS, ALLEN, DEKALB, HUNTINGTON, NOBLE, STEUBEN, WELLS AND WHITLEY COUNTIES:		
CEMENT MASON	16.70	3.30
PLASTERERS	18.15	4.98
-----		
PLAS0121B 06/01/1996		
	Rates	Fringes
BENTON COUNTY (EASTERN TWO-THIRDS); CARROLL, CASS AND CLINTON COUNTIES; FOUNTAIN COUNTY (EAST HALF); HOWARD, MIAMI, MONTGOMERY AND TIPPECANOE COUNTIES; WARREN COUNTY (NORTHEASTERN HALF); AND WHITE COUNTY:		
CEMENT MASONS	18.61	4.80
PLASTERERS	19.86	4.20
-----		
PLAS0165C 06/01/1998		
	Rates	Fringes
NEWTON COUNTY:		
CEMENT MASONS	24.85	8.55
PLASTERERS	22.28	8.25
-----		
PLAS0406B 01/01/1996		
	Rates	Fringes
JASPER		

CEMENT MASONS	21.67	6.75
-----		
PLAS0438C 06/01/1998		
	Rates	Fringes
PULASKI (NOTHERN 2/3), JASPER (N. EASTERN PORTION OF WEST TO BUT NOT INCLUDING WHEAT- FIELD, ALL OF STARKE COUNTY		
CEMENT MASONS	24.46	8.75
-----		
PLAS0532B 06/01/1995		
	Rates	Fringes
BOONE COUNTY; HAMILTON COUNTY (SOUTH HALF OF COUNTY NORTH TO NEW ROUTE INDIANA #32 INCLUDING NOBLESVILLE); HANCOCK COUNTY (SOUTHERN AND WESTERN PART OF HANCOCK COUNTY, NORTH TO BUT NOT INCLUDING FORTVILLE); HENDRICKS,  JOHNSON AND MARION COUNTIES; MORGAN COUNTY (NORTHERN HALF)		
CEMENT MASONS	16.89	5.60
-----		
PLAS0566P 04/01/1999		
	Rates	Fringes
CRAWFORD, DAVIESS, DUBOIS, GIBSON, HARRISON KNOX, MARTIN, PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK COUNTIES		
CEMENT MASONS	19.05	6.60
-----		
PLAS0821B 05/01/1996		
	Rates	Fringes
BROWN, CLARKE, DEARBORN, FLOYD, FRANKLIN (SOUTHERN 1/2), JENNINGS, OHIO, RIPLEY AND SWITZERLAND COUNTIES		
CEMENT MASON	16.25	4.00
BROWN AND JENNINGS COUNTY		
PLASTERERS	19.70	4.40
-----		
PLUM0059P 06/01/1998		
	Rates	Fringes
DEARBORN, OHIO, RIPLEY AND SWITZERLAND COUNTIES		
PLUMBERS	22.78	7.59

-----  
PLUM0136C  
LAWRENCE AND JACKSON COUNTIES:

PLUM0136C 04/01/1999	Rates	Fringes
DAVIESS, DUBOIS, GIBSON, JACKSON, LAWRENCE, MARTIN, MONROE, ORANGE, OWEN, PERRY, PIKE, POSEY, SPENCER AND VVANDERBURGH COUNTIES		
PLUMBERS & STEAMFITTERS	24.35	7.65

-----

PLUM0157C 05/01/1998	Rates	Fringes
BENTON, CARROLL, CLINTON, FOUNTAIN, MONTGOMERY, TIPPECANOE, WARREN AND WHITE COUNTIES:		
PLUMBER & PIPEFITTER	23.47	7.15

-----

PLUM0166A 06/01/1998	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, DE KALB, GRANT, HUNTINGTON, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES:		
PLUMBER & STEAMFITTER	23.60	6.40

-----

PLUM0166B 06/01/1998	Rates	Fringes
ELKHART, KOSCIUSKO AND LAGRANGE COUNTIES		
PLUMBER & STEAMFITTER	23.60	6.40

-----

PLUM0172A 06/01/1997	Rates	Fringes
JASPER (S of the N. Side of the City of Rensselear). MARSHALL, PULASKI AND STARKE COUNTIES		
PLUMBERS, PIPEFITTERS, AND STEAMFITTERS	22.20	5.48

-----

PLUM0307B 06/01/1998	Rates	Fringes
NEWTON COUNTY		
PLUMBER	25.91	6.90

-----



PLUM0433B 06/01/1996		
	Rates	Fringes
JASPER (REMAINDR OF COUNTY)		
PLUMBER	22.65	7.66
-----		
PLUM0440C 06/01/1998		
	Rates	Fringes
BARTHOLOMEW, BOONE, HAMILTON, HANCOCK, HENDRICKS, HOWARD, JOHNSON AND MARION COUNTIES; MIAMI COUNTY (SOUTH OF A STRAIGHT LINE WHERE ROUTE 218 ENTERS W. BOUNDARY); MORGAN, SHELBY AND TIPTON COUNTIES:		
PLUMBERS & PIPEFITTERS	25.00	6.50
-----		
PLUM0597E 06/01/1998		
	Rates	Fringes
JASPER (Excluding the city limits of Rensselear), AND NEWTON (Entire County)		
PIPEFITTERS	30.70	6.87
-----		
PLUM0661B 12/01/1998		
	Rates	Fringes
FAYETTE, FRANKLIN, HENRY, RANDOLPH, RUSH, UNION AND WAYNE COUNTIES		
PLUMBERS and STEAMFITTERS	23.93	6.18
-----		
ROOF0023G 06/01/1998		
	Rates	Fringes
ALLEN, DE KALB, LAGRANGE, NOBLE STEUBEN AND WHITLEY COUNTIES:		
ROOFERS	18.50	3.90
-----		
ROOF0106P 04/01/1999		
	Rates	Fringes
CRAWFORD, DAVIESS, DUBOIS, GIBSON KNOX, MARTIN, ORANGE PERRY, PIKE, POSEY, SPENCER, VANDERBURGH AND WARRICK		
COMPOSITION	20.28	6.13
SLATE & TILE	20.78	6.13
-----		
ROOF0150B 07/01/1996		
	Rates	Fringes

CLAY, GREENE, OWEN, PARKE,  
SULLIVAN, VERMILLION AND VIGO  
COUNTIES

ROOFERS	17.75	5.00
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SFIN0669B 04/01/1999

	Rates	Fringes
SPRINKLER FITTERS	24.04	6.40

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SHEE0020C 01/01/1999

	Rates	Fringes
ADAMS, ALLEN, BLACKFORD, CASS, DEKALB, GRANT, HOWARD, HUNTINGTON, JAY, MIAMI, NOBLE, STEUBEN, WABASH, WELLS AND WHITLEY COUNTIES		

SHEET METAL WORKERS:

HVAC Duct Work	22.60	8.30
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SHEE0999B 06/29/1998

	Rates	Fringes
CLAY, GREENE, MARTIN, OWEN, PARKE, PUTNAM, SULLIVAN, VERMILLION AND VIGO COUNTIES		

SHEET METAL WORKERS	23.22	7.71
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TEAM0089M 03/01/1999

	Rates	Fringes
TRUCK DRIVERS:		

CLARK, FLOYD, HARRISON COUNTIES

GROUP 1	15.98	291.00+a
GROUP 2	16.16	291.00+a
GROUP 3	16.26	291.00+a

FOOTNOTE

a. Per Week

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Greaser, Tire Changer

GROUP 2 - Truck Mechanic, Single Axle Dump & Flatbed; Semi-Trailer or Pole Trailer when used to pull building materials & equipment; Tandem Axle Dump; Distributor; & Buses

GROUP 3 - Euclid, Other Heavy Earth moving Equipment & Lowboy; Winch & A-Frame when used in transporting materials; Ross Carrier; Forklift when used to transport building materials; & Pavement Breaker

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TEAM0135D 04/01/1998

	Rates	Fringes
REMAINING COUNTIES		
TRUCK DRIVERS:		
GROUP 1	16.83	249.00/wk+.07
GROUP 2	16.88	249.00/wk+.07
GROUP 3	16.93	249.00/wk+.07
GROUP 4	16.98	249.00/wk+.07
GROUP 5	17.03	249.00/wk+.07
GROUP 6	17.08	249.00/wk+.07
GROUP 7	17.13	249.00/wk+.07
GROUP 8	17.18	249.00/wk+.07
GROUP 9	17.23	249.00/wk+.07
GROUP 10	16.68	249.00/wk+.07
GROUP 11	16.78	249.00/wk+.07
GROUP 12	17.33	249.00/wk+.07

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Single axle straight trucks; Batch trucks, wet or dry 3 (34E) axle or less; Single axle Grease and maintenance truck used to service on-road trucks

GROUP 2: Single axle fuel and water trucks

GROUP 3: Single axle "dog-legs", and tandem truck or dog-legs; Winch trucks or A-frames when used for transportation purposes; Drivers on batch trucks, wet or dry over 3 (34E) batches and tandem axle grease and maintenance truck used to service on-road trucks

GROUP 4: Tandem axle fuel trucks; tandem axle water trucks; butuminous distributors (two-man)

GROUP 5: Tandem trucks over 15 tons payload; Single axle semi trucks; Farm tractors hauling material; Mixer trucks (all types); Trucks pulling tilt-top trailer single axle; Single axle low-boys; Truck-mounted pavement breakers

GROUP 6: Tandem trucks or "dog-legs"; Semi-water Truck; Sprinkler Truck; Heavy equipment-type water wagons, 5,000 gallons and under; butuminous distributors (one-man)

GROUP 7: Tri-axle trucks; Tandem axle semi trucks; Equipment when not self-loaded or pusher loaded, such as Koehring or similar dumpsters, track trucks, Euclid bottom dump and hug bottom dump, tournatrailers, tournarockers, Acey wagons or for similar equipment (12c yds or less); Mobile mixer truck; Tandem Axle trucks pulling tilt-top trailer; Tandem - Axle lowboy; Tri-Axle batch Truck; Tri-Axle grease and maintenance truck used to service on-road trucks

GROUP 8: Tandem-tandem semi trucks; Truck mechanics and welders; Heavy equipment-type water wagon over 5,000 gallons;

Tri-Axle Trucks pulling tilt-top trailer; Low-boys, tandem-tandem axle

GROUP 9: Low-boys, tandem tri-axle; Acey wagons up to and including 3 buckets; Equipment when not self-loaded or pusher loaded, such as kochring or similar dumpsters, Track Trucks, Euclid bottom dump and hug bottom dump, Tournatrailers, Tournarockers, Acey wagons or for similar equipment (over 12co. yds.)

GROUP 10: Pick-up trucks

GROUP 11: Helpers; Greasers; Tire men; Batch board tenders; Warehouseman

GROUP 12: Acey wagon (over 3 buckets); Quad Axle Trucks

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).  
-----

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

# STATEMENT AND ACKNOWLEDGMENT

FORM APPROVED OMB NO  
9000-0014

Public reporting burden for this collection of information is estimated to average .15 hours per response, including the time for reviewing instructions. Searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the suggestions for reducing this burden, to the FAR Secretarial (VRS), Office of Federal Acquisition and Regulatory Policy, GSA Washington, D.C. 20405: and to the Office of Management and Budget, Paperwork Reduction Project (9000-0014), Washington, D.C. 20503

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO.	2. DATE SUBCONTRACT AWARDED	3. SUBCONTRACT NUMBER
4. PRIME CONTRACTOR (Name, address and ZIP code)		5. SUBCONTRACTOR (Name, address and ZIP code)
6. The prime contractor states that under the contract shown in item 1, a subcontract was awarded on date shown in item 2 by (Name of Awarding Firm)		

to the subcontractor identified in item 5, for the following work:

7. PROJECT	8. LOCATION	
9. NAME AND TITLE OF PERSON SIGNING	10. BY (Signature)	11. DATE SIGNED

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

12. The subcontractor acknowledges that the following clauses of the contract shown in item 1 are included in this subcontract:

Contract Work Hours and Safety	David-Bacon Act
Standards Act - Overtime	Apprentices and Trainees
Compensation - Construction	Compliance with Copeland Regulations
Payrolls and Basic Records	Subcontracts
Withholding of Funds	Contract Termination-Debarment
Disputes Concerning Labor Standards	Certification of Eligibility

13. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

14. NAME AND TITLE OF PERSON SIGNING	15. BY (Signature)	16. DATE SIGNED
--------------------------------------	--------------------	-----------------

24 October 1988

(Sample of Typical contractor Quality report)

CONTRACTOR'S NAME  
(Address)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract No: \_\_\_\_\_ Date: \_\_\_\_\_ Report No. \_\_\_\_\_  
Project Name \_\_\_\_\_  
Weather: (Clear) (P. Cloudy) (Cloudy); Temperature: \_\_\_\_Min. \_\_\_\_Max; \_\_\_\_Rainfall \_\_\_\_in.

<u>Contractor/Subcontractors/Supplier</u>	<u>Area of Responsibility</u>
a. _____	_____
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____
f. _____	_____
g. _____	_____

1. Definable Features of Construction in Progress: (Give briefly only definable features of work in progress and location. Refer to work performed by prime and/or subcontractor and/or supplier by letter in table above).

- 
2. Material and/or Equipment Delivered to site: \_\_\_\_\_

- 
3. Results of Surveillance: \_\_\_\_\_

Preparatory Phase (Attach minutes):

Initial Phase (Attach minutes):

Follow-up Phase (Include satisfactory work completed and/or deficiencies with action to be taken):

24 October 1988

4. Tests Required by Plans and/or Specification Performed and results of Test:  
(Attach results of test taken on previous dates).

- 
5. Verbal Instructions Received: (List any instructions given by Government Personnel on construction deficiencies. Retesting required, etc., with action to be taken).

- 
6. Safety Deficiencies Noted. (Describe corrective actions taken).

- 
7. Remarks: (Cover any conflicts in plans, specifications, or instruction).

---

CONTRACTOR'S VERIFICATION: The above report is complete and correct and all material and equipment used and work performed during this reporting period are in compliance with the contract plans and specifications except as noted above.

---

Contractor's Authorized QC Representative



All Construction Project Identification signs and Safety Performance signs are to be fabricated and installed as described below. The signs are to be erected at a location designated by the contracting officer and shall conform to the size, format, and typographic standards shown

The sign panels are to be fabricated from .75" High Density Overlay Plywood.

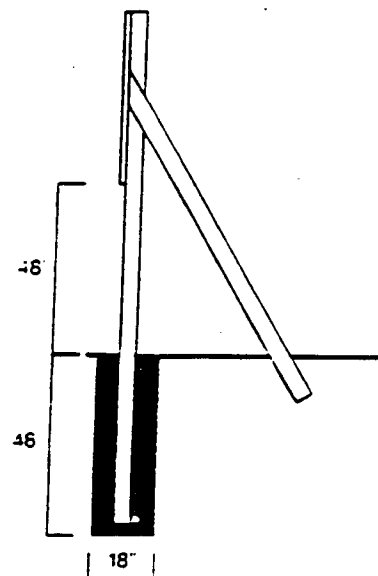
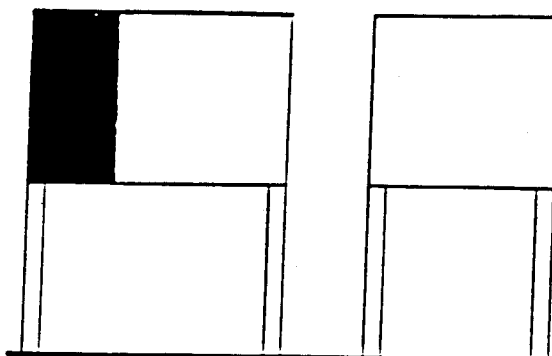
All graphics are to be applied to the background panel following the graphic formats as indicated.

Drill and insert six (6) .375" T-nuts from the front face of the HDO sign panel. Flange of T-nut to be flush with sign face.

Apply lettering and logo to prepared HDO plywood panel.

Sign uprights to be structural grade 4"x4" treated Douglas Fir or Southern Yellow Pine, No. 1 or better. Post to be 12' long. Drill six (6) .375" mounting holes in uprights to align with T-nuts in sign panel. Countersink (.5") back of hole to accept socket head cap screw (4"x.375").

Assemble sign panel and uprights. Imbed assembled sign panel and uprights in 4' hole. Bolt additional 2"x4" struts on inside face of uprights to reinforce installation as shown.



#### Construction Project Sign

##### Legend Group 1: Corps Relationship

1. \_\_\_\_\_
2. \_\_\_\_\_

##### Legend Group 2: Corps Signature

1. U.S. Army Corps
2. of Engineers

##### Legend Group 2A: District Name

1. \_\_\_\_\_
2. \_\_\_\_\_

##### Legend Group 3: Project Title

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

##### Legend Group 4: Facility Name

1. \_\_\_\_\_
2. \_\_\_\_\_

##### Legend Group 5a: Designer

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

##### Legend Group 5b: Contractor

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

## Introduction: Project Identification Sign

Below are two samples of the construction project identification sign showing how this panel is adaptable for use to identify either civil works projects with a local sponsor (top) or military (bottom). The graphic format for this 4' x 6' sign panel follows the legend guidelines and layout as specified

below. The large 4' x 4' section of the panel on the right is to be white with black legend. For the top sign, the upper left 2' x 2' section of the sign with the full Corps signature is to be painted Communications Red with white lettering. The lower left 2' x 2' section of the sign shall match the local sponsor's colors

with white lettering. For the bottom sign, the 2' x 4' left section of the sign with full Corps signature is to be painted Communications Red with white lettering. Mounting and fabrication details are provided.

**Legend Group 1:** One-to two-line description of Corps relationship to project.

Color: White

Typeface: 1.25" Helvetica Regular  
Maximum line length: 19"

**Legend Group 2:** Two-line Corps Signature (US Army Corps of Engineers). Placed below Corps Castle

Color: White

Typeface: 1.5" Helvetica Bold

**Legend Group 2a:**

District Name. Placed below Signature (6" Castle).

Color: White

Typeface: 1.25" Helvetica Regular

**Legend Group 3:** Words "Local Sponsor"

Color: White

Typeface: 1.25" Helvetica Regular  
Maximum length: 19"

**Legend Group 4:** One-to-three lines for name of local sponsor

Color: White

Typeface: 1.5" Helvetica Regular

**Legend Group 5:** One- to three-line project title legend describes the work being done under this contract.

Color: Black

Typeface: 3" Helvetica Bold

Maximum line length: 42"

**Legend Group 6:** One- to two-line

identification of project or facility (civil works) or name of sponsoring department (military).

Color: Black

Typeface: 1.5" Helvetica Regular

Maximum line length: 42"

Cross-align the first line of Legend Group 5 with the first line of the Corps Signature (US Army Corps) as shown.

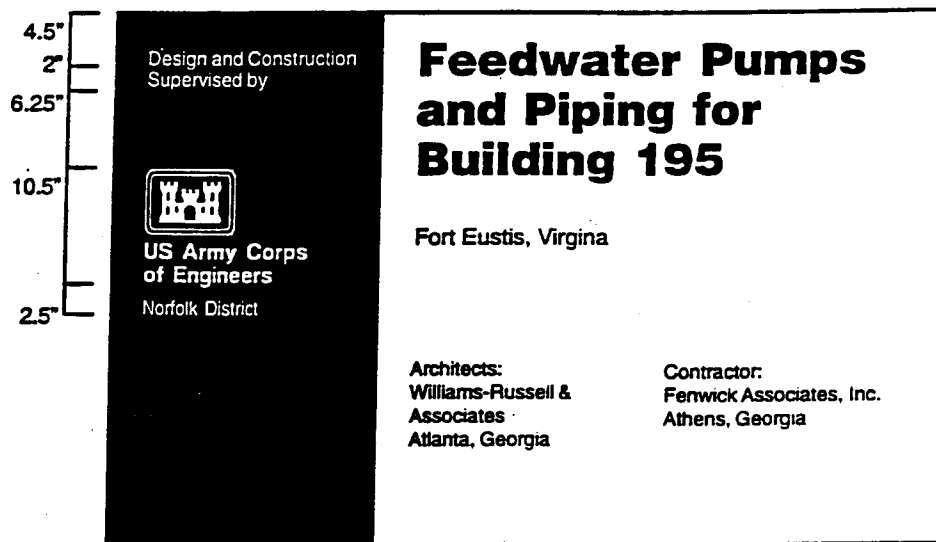
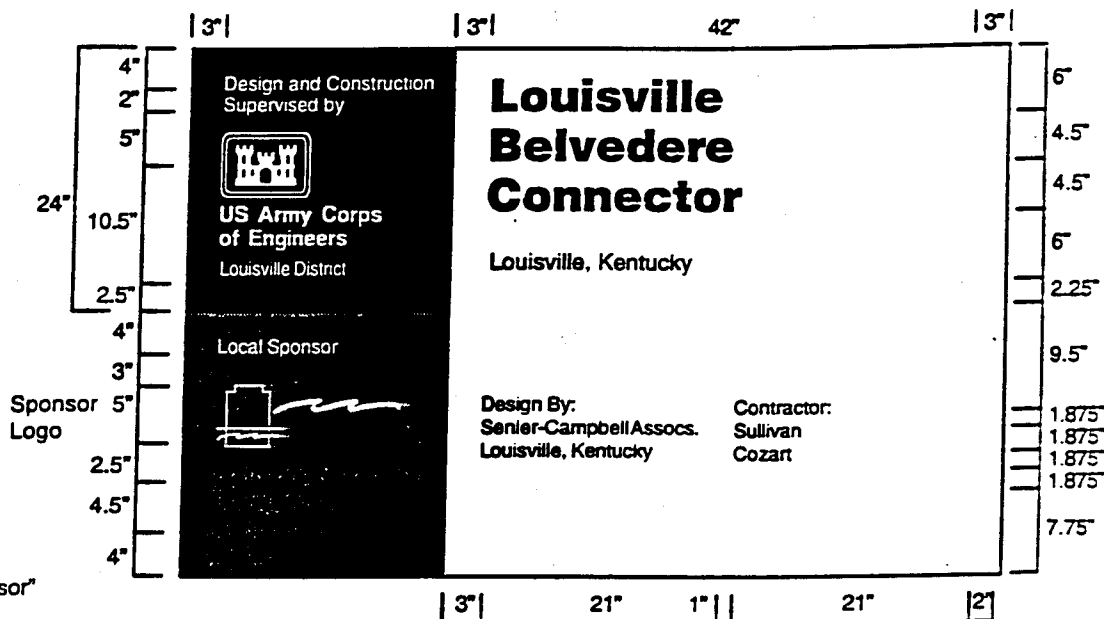
**Legend Groups 7a-b:** One- to five-line identification of prime contractors including: type (general contractor, etc.) corporate or firm name, city, state.

Color: Black

Typeface: 1.25" Helvetica Regular

Maximum line length: 21"

All typography is flush left and rag right, upper and lower case with initial capitals only as shown.



Legend Size	Panel Size	Post Size	Mounting Height	Color Bkg/Lgd
Various	4' x 6'	4" x 4"	48"	WH-RD/BK



## Instructions

1. Section I will be initiated by the contractor in the required number of copies.
2. Each transmittal shall be numbered consecutively in the space provided for "Transmittal No.". This number, in addition to the contract number, will form a serial number for identifying each submittal. For new submittals or resubmittals mark the appropriate box; in resubmittals, insert transmittal number of last submission as well as the new submittal number.
3. The "Item No." will be the same "Item No." as indicated on ENG FORM 4288-R for each entry on this form.
5. Separate transmittal form will be used for submittals under separate section of the specifications.
6. a check shall be placed in the "Variation" column when a submittal is not in accordance with the plans and specifications—also, a written statement to that effect shall be included in the space provided for "Remarks."
7. Form is self-transmittal, letter of transmittal is not required.
8. When a sample of material or Manufacturer's Certificate of Compliance is transmitted, indicate "Sample" or "Certificate" in column c, Section I.
9. U.S. Army Corps of Engineers approving authority will assign action codes as indicated below in space provided in Section I column i to each item submitted. In addition they will ensure enclosures are indicated and attached to the form prior to return to the contractor. The Contractor will assign action codes as indicated below in Section I, column g. to each item submitted.

### THE FOLLOWING ACTION CODES ARE GIVEN TO ITEMS SUBMITTED

- A – Approved as submitted.
  - B – Approved, except as noted on drawings.
  - C – Approved, except as noted on drawings. Refer to attached sheet resubmission required.
  - D – Will be returned by separate correspondence.
  - E – Disapproved (See attached).
  - F – Receipt acknowledged.
  - FX – Receipt acknowledged, does not comply as noted with contract requirements.
  - G – Other (*Specify*)
10. Approval of items does not relieve the contractor from complying with all the requirements of the contract plans and specifications.

*(Reverse of ENG form 4025-R)*

## EQUIPMENT-IN-PLACE LIST

Contract No. \_\_\_\_\_

Description of Item: \_\_\_\_\_

Model No: \_\_\_\_\_

Serial No: \_\_\_\_\_

Capacity: \_\_\_\_\_

Name of Mfg: \_\_\_\_\_

Condition: \_\_\_\_\_

Checked by: \_\_\_\_\_ Replacement Cost \_\_\_\_\_

Description of Item: \_\_\_\_\_

Model No: \_\_\_\_\_

Serial No: \_\_\_\_\_

Capacity: \_\_\_\_\_

Name of Mfg: \_\_\_\_\_

Condition: \_\_\_\_\_

Checked by: \_\_\_\_\_ Replacement Cost \_\_\_\_\_

Description of Item: \_\_\_\_\_

Model No: \_\_\_\_\_

Serial No: \_\_\_\_\_

Capacity: \_\_\_\_\_

Name of Mfg: \_\_\_\_\_

Condition: \_\_\_\_\_

Checked by: \_\_\_\_\_ Replacement Cost \_\_\_\_\_





# **SAFETY PAYS**

## **SECTION 01330**

### **SUBMITTAL PROCEDURES**

PART 1	GENERAL.....	01330- 1
1.1	SUBMITTAL IDENTIFICATION .....	01330- 1
1.2	SUBMITTAL CLASSIFICATION .....	01330- 1
1.3	APPROVED SUBMITTALS.....	01330- 2
1.4	DISAPPROVED SUBMITTALS .....	01330- 2
1.5	WITHHOLDING OF PAYMENT .....	01330- 2
PART 2	PRODUCTS (Not Applicable) .....	01330- 2
PART 3	EXECUTION .....	01330- 2
3.1	GENERAL .....	01330- 2
3.2	SUBMITTAL REGISTER (ENG FORM 4288) .....	01330- 3
3.3	SCHEDULING .....	01330- 3
3.4	TRANSMITTAL FORM (ENG FORM 4025).....	01330- 3
3.5	SUBMITTAL PROCEDURE .....	01330- 3
3.6	CONTROL OF SUBMITTALS .....	01330- 3
3.7	GOVERNMENT APPROVED SUBMITTALS .....	01330- 4
3.8	INFORMATION ONLY SUBMITTALS.....	01330- 4
3.9	DEFINITION OF SUBMITTALS .....	01330- 4
3.10	STAMPS .....	01330- 5
	End of Section .....	01330- 5



# **SAFETY PAYS**

## **SECTION 01330**

### **SUBMITTAL PROCEDURES**

12/97

#### **PART 1 GENERAL**

##### **1.1 SUBMITTAL IDENTIFICATION**

Submittals required are identified by SD numbers as follows:

SD-01 Data

SD-04 Drawings

SD-06 Instructions

SD-07 Schedules

SD-08 Statements

SD-09 Reports

SD-13 Certificates

SD-14 Samples

SD-18 Records

SD-19 Operation and Maintenance Manuals

##### **1.2 SUBMITTAL CLASSIFICATION**

Submittals are classified as follows:

###### **1.2.1 Government Approved**

Governmental approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

###### **1.2.2 Information Only**

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

###### **1.2.3 Review of Construction Contractor Submittals**

All submittals for Government Approval will also contain one of the following designations, "D1", "D2", "D3", or "X",

## **SAFETY PAYS**

in the remarks column of Form 4288. All submittals "For Information Only" will also contain a "C" or "E" in the remarks column.

D1 - A Contractor design in which the project designer maintains final and total responsibility for the design.

D2 - A Contractor design in which the design liability is passed to the Contractor.

X - Any other submittal for which Government Approval is desired.

C - Information for CELRLCD purposes.

E - Information for CELRLED purposes.

### **1.3 APPROVED SUBMITTALS**

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the CQC requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

### **1.4 DISAPPROVED SUBMITTALS**

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a written notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

### **1.5 WITHHOLDING OF PAYMENT**

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

## **PART 2 PRODUCTS (Not Applicable)**

## **PART 3 EXECUTION**

### **3.1 GENERAL**

The Contractor shall make submittals as required by the specifications and submit all items listed on the Submittal Register. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

## **SAFETY PAYS**

### **3.2 SUBMITTAL REGISTER (ENG FORM 4288)**

At the end of each specification section is one set of ENG Form 4288 listing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. Columns "d" through "r" have been completed by the Government; the Contractor shall complete columns "a" and "s" through "u" and submit the forms to the Contracting Officer for approval within 30 calendar days after Notice to Proceed. The Contractor shall submit the form to the Government together with the monthly payment request. The approved submittal register will become the scheduling document and will be used to control submittals throughout the life of the contract. The submittal register and the progress schedules shall be coordinated. NOTE: The Contractor is required to add additional entries to the Submittal Register for all items requiring multiple submittals, including Formwork Shop Drawings per Lift, Concrete Reinforcement per Lift, Concrete Lift Drawings per Lift, Multiple Shop Assembly Drawings, etc. These entries should be made prior to original submission of the Submittal Register within 30 days of Notice to Proceed.

### **3.3 SCHEDULING**

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 30 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

### **3.4 TRANSMITTAL FORM (ENG FORM 4025)**

The sample transmittal form (ENG Form 4025) attached at the end of Section 00800 shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

### **3.5 SUBMITTAL PROCEDURE**

Submittals shall be made as follows:

#### **3.5.1 Procedures**

The Contractor shall submit to the Contracting Officer six (6) copies of all submittals of items requiring shop inspection and six (6) copies of all other submittals as called for under the various headings of these specifications.

#### **3.5.2 Deviations**

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

### **3.6 CONTROL OF SUBMITTALS**

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

# **SAFETY PAYS**

## **3.7 GOVERNMENT APPROVED SUBMITTALS**

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Five copies of the submittal will be retained by the Contracting Officer and one copy of the submittal will be returned to the Contractor.

## **3.8 INFORMATION ONLY SUBMITTALS**

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

## **3.9 DEFINITIONS OF SUBMITTALS**

### **SD-01 Data**

Submittals which provide calculations, descriptions, or documentation regarding the work.

### **SD-04 Drawings**

Submittals which graphically show relationship of various components of the work, schematic diagrams of systems, details of fabrication, layouts of particular elements, connections, and other relational aspects of the work.

### **SD-06 Instructions**

Preprinted material describing installation of a product, system or material, including special notices and material safety data sheets, if any concerning impedances, hazards, and safety precautions.

### **SD-07 Schedules**

Tabular lists showing location, features, or other pertinent information regarding products, materials, equipment, or components to be used in the work.

### **SD-08 Statements**

A document, required of the Contractor, or through the Contractor, from a supplier, installer, manufacturer, or other lower tier Contractor, the purpose of which is to confirm the quality or orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel, qualifications, or other verifications of quality.

### **SD-09 Reports**

Reports of inspections or tests, including analysis and interpretation of test results. Each report shall be properly identified. Test methods used shall be identified and test results shall be recorded.

### **SD-13 Certificates**

## **SAFETY PAYS**

Statement signed by an official authorized to certify on behalf of the manufacturer of a product, system or material, attesting that the product, system or material meets specified requirements. The statement must be dated after the award of the contract, must state the Contractor's name and address, must name the project and location, and must list the specific requirements which are being certified.

### **SD-14 Samples**

Samples, including both fabricated and unfabricated physical examples of materials, products, and units of work as complete units or as portions of units of work.

### **SD-18 Records**

Documentation to record compliance with technical or administrative requirements.

### **SD-19 Operation and Maintenance Manuals**

Data which forms a part of an operation and maintenance manual.

## **3.10 STAMPS**

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

<b>CONTRACTOR</b> (Full Name)
_____Approved
_____Approved with corrections as noted on submittal data and/or sheet(s).
SIGNATURE: _____
TITLE: _____
DATE: _____

--End of Section --

# **SAFETY PAYS**

## **SECTION 01354**

### **ENVIRONMENTAL PROTECTION FOR CIVIL WORKS**

PART 1	GENERAL.....	01354- 1
1.1	REFERENCES .....	01354- 1
1.2	DEFINITIONS .....	01354- 1
1.3	SUBMITTALS .....	01354- 1
1.4	ENVIRONMENTAL PROTECTION REQUIREMENTS .....	01354- 2
1.5	ENVIRONMENTAL PROTECTION PLAN.....	01354- 2
PART 2	PRODUCTS (Not Applicable) .....	01354- 4
PART 3	EXECUTION .....	01354- 4
3.1	SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS .....	01354- 4
3.2	HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES .....	01354- 5
3.3	PROTECTION OF WATER RESOURCES .....	01354- 5
3.4	NOT USED.....	01354- 6
3.5	PROTECTION OF AIR RESOURCES.....	01354- 6
3.6	INSPECTION .....	01354- 6
3.7	NOT USED.....	01354- 6
3.8	MAINTENANCE OF POLLUTION CONTROL FACILITIES.....	01354- 6
3.9	TRAINING OF CONTRACTOR PERSONNEL.....	01354- 6
	End of Section .....	01354- 6

# SAFETY PAYS

## SECTION 01354

### ENVIRONMENTAL PROTECTION FOR CIVIL WORKS 10/95

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### CODE OF FEDERAL REGULATIONS (CFR)

40 CFR 261

Identification and Listing of Hazardous Waste

##### ENGINEERING MANUALS (EM)

EM 385-1-1

(1992) U.S. Army Corps of Engineers Safety and Health Requirements Manual

##### 1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective. Environmental protection is the prevention/control of pollution and habitat disruption that may occur during construction. The control of environmental pollution and damage requires consideration of air, water, land, biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive materials; and other pollutants.

##### 1.3 SUBMITTALS

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

##### SD-08 Statements

Environmental Protection Program; GA.

Within ten (10) calendar days after Notice to Proceed and prior to commencement of the work at the site, the Contractor shall submit in writing his detailed proposal for implementing requirements for environmental pollution control specified herein.

Preconstruction Survey; FIO.

Prior to start of any onsite construction activities, the Contractor and the Contracting Officer shall make a joint condition survey, after which the Contractor shall prepare a brief report indicating on a layout plan the condition of trees, shrubs, and grassed areas immediately adjacent to the site of the work and adjacent to his assigned storage area and access routes(s) as applicable. This report will be signed by both the Contracting Officer and Contractor upon mutual agreement as to its accuracy and completeness.

## **SAFETY PAYS**

Waste Disposal Scheme; FIO.

Prior to onsite construction, the Contractor shall submit a description of his scheme for disposing of waste materials resulting from the work under this contract. If any waste material is dumped in unauthorized area, the Contractor shall remove the material and restore the area to the condition of the adjacent undisturbed areas. Where directed, contaminated ground shall be excavated, disposed of as approved, and replaced with suitable fill material, all at the expense of the Contractor.

### **1.4 ENVIRONMENTAL PROTECTION REQUIREMENTS**

The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction.

#### **1.4.1 Protection of Features**

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause which are not specially identified on the drawings as environmental features requiring protection. The Contractor shall protect those environmental features, indicated specially on the drawings, in spite of interference which their preservation may cause to the Contractor's work under the contract.

#### **1.4.2 Permits**

This section supplements the Contractor's responsibility under the contract clause PERMITS AND RESPONSIBILITIES to the extent that the Government has already obtained environmental permits. The contractor shall comply with the terms, and conditions of these permits.

#### **1.4.3 Not Used**

#### **1.4.4 Environmental Assessment of Contract Deviations**

The Contract specifications have been prepared to comply with the special conditions and mitigation measures of an environmental nature which were established during the planning and development of this project. The Contractor is advised that deviations from the drawings or specifications (e.g., proposed alternate borrow areas, disposal areas, staging areas, alternate access routes, etc.) could result in the requirement for the Government to reanalyze the project from an environmental standpoint. Deviations from the construction methods and procedures indicated by the plans and specifications which may have an environmental impact will require a extended review, processing, and approval time by the Government. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

### **1.5 ENVIRONMENTAL PROTECTION PLAN**

Within 10 calendar days of Notice to Proceed, the Contractor shall submit an Environmental Protection Plan for review and acceptance by the Contracting Officer. The Government will consider an interim plan for the first 30 days of operations. However, the Contractor shall furnish an acceptable final plan not later than 30 calendar days after receipt of the Notice to Proceed. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions which the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection



## **SAFETY PAYS**

and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site shall begin prior to acceptance of the Contractor's plan or an interim plan covering the work to be performed. The environmental protection plan shall include, but not be limited to, the following:

### **1.5.1 List of State and Local Laws and Regulations**

The Contractor shall provide as part of the Environmental Protection Plan a list of all State and local environmental laws and regulations which apply to the construction operations under the Contract.

### **1.5.2 Spill Control Plan**

The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulated under State or local laws or regulations. The Spill Control Plan supplements the requirements of **EM 385-1-1**. This plan shall include as a minimum:

- a. The name of the individual who will be responsible for implementing and supervising the containment and cleanup.
- b. Training requirements for Contractor's personnel and methods of accomplishing the training.
- c. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.
- d. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.
- e. The methods and procedures to be used for expeditious contaminant cleanup.
- f. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center 1-800-424-8802) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

### **1.5.3 Recycling and Waste Minimization Plan**

The Contractor shall submit a Recycling and Waste Minimization Plan as a part of the Environmental Protection Plan. The plan shall detail the Contractor's actions to comply with the following recycling and waste minimization requirement:

- a. The Contractor shall participate in State and local government sponsored recycling programs to reduce the volume of solid waste materials at the source.

### **1.5.4 Contaminant Prevention Plan**

As a part of the Environmental Protection Plan, the Contractor shall prepare a contaminant prevention statement identifying potentially hazardous substances to be used on the job site and intended actions to prevent accidental or intentional introduction of such materials into the air, water, or ground. The Contractor shall detail provisions to be taken to meet Federal, State, and local laws and regulations regarding the storage and handling of these materials.

## **SAFETY PAYS**

### **1.5.5 Environmental Monitoring**

The Contractor shall include in the plan the details of environmental monitoring requirements under the laws and regulations and a description of how this monitoring will be accomplished.

## **PART 2 PRODUCTS (NOT APPLICABLE)**

## **PART 3 EXECUTION**

### **3.1 SPECIAL ENVIRONMENTAL PROTECTION REQUIREMENTS**

#### **3.1.1 Tree Protection**

No ropes, cables, or guys shall be fastened to or attached to any tree(s) for anchorage unless specifically authorized by the Contracting Officer. Where such special use is permitted, the Contractor shall provide effective protection to prevent damage to the tree and other land and vegetative resources. Unless specifically authorized by the Contracting Officer, no construction equipment or materials shall be placed or used within the dripline of trees shown on the drawings to be saved. No excavation or fill shall be permitted within the dripline of trees to be saved except as shown on the drawings.

#### **3.1.2 U.S. Department of Agriculture (USDA) Quarantined Considerations**

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

#### **3.1.3 Commercial Borrow**

Prior to bringing commercially obtained borrow material onsite, the Contractor shall provide the Contracting Officer with the location of the pit or pits, the names of the owners and operators, and the types and estimated quantities of materials to be obtained from each source.

#### **3.1.4 Soil Disposal Areas on Government Property**

Material disposal on Government property shall be disposed only in those areas designated on the contract drawings. Hazardous, toxic, and radiological wastes (HTRW) shall not be disposed of on Government property. Disposal operations shall be managed and controlled to prevent erosion of soil or sediment from entering nearby waters or wetlands. Disposal operations shall be developed and managed in accordance with the grading plan shown on the drawings or as approved by the Contracting Officer.

#### **3.1.5 Disposal of Solid Wastes**

Solid waste is rubbish, debris, waste materials, garbage, and other discarded solid materials (excluding clearing debris and hazardous waste as defined in following paragraphs). Solid waste shall be placed in containers and disposed on a regular schedule. All handling and disposal shall be conducted in such a way as to prevent spillage and contamination.

#### **3.1.6 Clearing Debris**

Clearing debris is trees, tree stumps, tree trimmings, and shrubs, and leaves, vegetative matter, excavated natural materials (e.g., dirt, sand, and rock), and demolition products (e.g., brick, concrete, glass, and metals).

## **SAFETY PAYS**

- a. The Contractor shall collect trees, tree stumps, tree trimmings, shrubs, leaves, and other vegetative matter; and shall transport from Government property for proper disposal in compliance with Federal, State, and local requirements. The Contractor shall segregate the matter where appropriate for proper disposal. Untreated and unpainted scrap lumber may be disposed of with this debris where appropriate.
- b. Excavated natural materials shall be transported from the site for proper disposal in compliance with Federal, State, and local requirements.
- c. Demolition products shall be transported from the site for proper disposal in compliance with Federal, State, and local requirements.

### **3.1.7 Disposal of Contractor Generated Hazardous Wastes**

Hazardous wastes are hazardous substances as defined in **40 CFR 261**, or as defined by applicable State and local regulations. Hazardous waste generated by construction activities shall be removed from the work area and be disposed in compliance with Federal, State, and local requirements. The Contractor shall segregate hazardous waste from other materials and wastes, and shall protect it from the weather by placing it in a safe covered location; precautionary measures against accidental spillage such as berming or other appropriate measures shall be taken. Hazardous waste shall be removed from Government property within 60 days. Hazardous waste shall not be dumped onto the ground, into storm sewers or open water courses, or into the sanitary sewer system.

### **3.1.8 Fuels and Lubricants**

Fueling and lubrication of equipment and motor vehicles shall be conducted in a manner that affords the maximum protection against spills and evaporation. Lubricants and waste oil to be discarded shall be stored in marked corrosion-resistant containers and recycled or disposed in accordance with Federal, State, and local laws and regulations.

## **3.2 HISTORICAL, ARCHAEOLOGICAL, AND CULTURAL RESOURCES**

### **3.2.1 Known Historic, Archaeological, and Cultural Resources**

Known historic, archaeological, and cultural resources within the Contractor's work area are marked on the contract drawings. The Contractor shall install protection for these resources as shown on the drawings and shall be responsible for their preservation during the contract.

### **3.2.2 Discovered Historic, Archaeological, and Cultural Resources**

If during construction activities, items are observed that may have historic or archaeological value (e.g., Native American [or Native Hawaiian] human remains or associated objects are discovered), such observations shall be reported immediately to the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall prevent his employees from trespassing on, removing, or otherwise disturbing such resources.

## **3.3 PROTECTION OF WATER RESOURCES**

The Contractor shall keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

## **SAFETY PAYS**

### **3.4 NOT USED**

### **3.5 PROTECTION OF AIR RESOURCES**

Special management techniques as set out below shall be implemented to control air pollution by the construction activities. These techniques supplement the requirements of Federal, State, and local laws and regulations; and the safety requirements under this Contract. If any of the following techniques conflict with the requirements of Federal, State, or local laws or regulations, or safety requirements under this contract, then those requirements shall be followed in lieu of the following.

#### **3.5.1 Particulates**

Airborne particulates, including dust particles, from construction activities and processing and preparation of materials shall be controlled at all times, including weekends, holidays, and hours when work is not in progress. The Contractor shall maintain all excavations, stockpiles, haul roads, permanent and temporary access roads, plant sites, disposal sites, borrow areas, and all other work areas free from airborne dust which would cause a hazard or nuisance.

### **3.6 INSPECTION**

If the Contracting Officer notifies the Contractor in writing of any observed noncompliance with contract requirements or Federal, State, or local laws, regulations, or permits, the Contractor shall inform the Contracting Officer of proposed corrective action and take such action to correct the noncompliance. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action is taken. No time extensions will be granted or costs or damages allowed to the Contractor for any such suspension.

### **3.7 NOT USED**

### **3.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES**

The Contractor shall maintain all constructed pollution control facilities and portable pollution control devices for the duration of the Contract or for the length of time construction activities create the particular pollutant.

### **3.9 TRAINING OF CONTRACTOR PERSONNEL**

Contractor personnel shall be trained in environmental protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel monthly. The training and meeting agenda shall include methods of detecting and avoiding pollution, familiarization with pollution standards, both statutory and contractual, installation and care of facilities (vegetative covers, etc.), and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control. Anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants, shall also be discussed. Other items to be discussed shall include recognition and protection of archaeological sites and artifacts.

[illegible]





# **SAFETY PAYS**

## **SECTION 01451**

### **CONTRACTOR QUALITY CONTROL**

PART 1	GENERAL.....	01451- 1
1.1	REFERENCES .....	01451- 1
1.2	PAYMENT .....	01451- 1
PART 2	PRODUCTS (Not Applicable) .....	01451- 1
PART 3	EXECUTION .....	01451- 1
3.1	GENERAL .....	01451- 1
3.2	QUALITY CONTROL PLAN .....	01451- 1
3.3	COORDINATION MEETING .....	01451- 3
3.4	QUALITY CONTROL ORGANIZATION .....	01451- 3
3.5	SUBMITTALS .....	01451- 4
3.6	CONTROL .....	01451- 4
3.7	TESTS .....	01451- 6
3.8	COMPLETION INSPECTION .....	01451- 7
3.9	DOCUMENTATION .....	01451- 8
3.10	SAMPLE FORMS .....	01451- 9
3.11	NOTIFICATION OF NONCOMPLIANCE .....	01451- 9
	End of Section .....	01451- 9



# **SAFETY PAYS**

## **SECTION 01451**

### **CONTRACTOR QUALITY CONTROL**

#### **PART 1 GENERAL**

##### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM D 3740 (1994a) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

ASTM E 329 (1995b) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction

##### **1.2 PAYMENT**

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Bidding Schedule.

#### **PART 2 PRODUCTS (NOT APPLICABLE)**

#### **PART 3 EXECUTION**

##### **3.1 GENERAL**

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements.

The system shall cover all construction operations, both onsite and offsite, and shall be keyed to the proposed construction sequence. The project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with quality requirements specified in the contract. The project superintendent in this context shall mean the individual with the responsibility for the overall management of the project including quality and production.

##### **3.2 QUALITY CONTROL PLAN**

###### **3.2.1 General**

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC) Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, test, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan.

## **SAFETY PAYS**

### **3.2.2 Content of the CQC Plan**

The CQC Plan shall include, as a minimum, the following to cover all construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

- a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.
- b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.
- c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.
- d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with Section C-01330 SUBMITTAL PROCEDURES.
- e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. (Laboratory facilities will be approved by the Contracting Officer.)
- f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.
- g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.
- h. Reporting procedures, including proposed reporting formats.
- i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

### **3.2.3 Acceptance of Plan**

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

### **3.2.4 Notification of Changes**

## **SAFETY PAYS**

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

### **3.3 COORDINATION MEETING**

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 30 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

#### **3.3.1 Subcontractor CQC Orientation**

Before a Subcontractor begins work on the jobsite, the CQC System Manager will train the Subcontractor by showing the video tape entitled "CQC - A Bridge (or Pathway) to Success" and answering any questions pertaining to quality control operations. This requirement is waived only if a Subcontractor attended the initial coordination meeting described above. A copy of this video can be borrowed from the Contracting Officer. A record of the orientation shall be documented in the QC Report.

### **3.4 QUALITY CONTROL ORGANIZATION**

#### **3.4.1 General**

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure contract compliance. The Contractor shall provide a CQC organization which shall be at the site at all times during progress of the work and with complete authority to take any action necessary to ensure compliance with the contract. All CQC staff members shall be subject to acceptance by the Contracting Officer.

#### **3.4.2 CQC System Manager**

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a graduate engineer with a minimum of 5 years experience on similar type construction or a Construction Management graduate with a minimum of 10 years construction experience similar to this contract. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned no other duties. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

#### **3.4.3 CQC Personnel**

In addition to the CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: civil engineer and material technician. These individuals may be employees of the prime or subcontractor and be responsible to the CQC

## **SAFETY PAYS**

System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

AREA	QUALIFICATIONS
Culvert Sliplining	Civil Engineer with five (5) years experience.
Concrete	Materials Technician with two (2) years experience.

### **3.4.4 Additional Requirement**

In addition to the above experience and education requirements the CQC System Manager shall have completed and passed the course entitled "Construction Quality Management For Contractors". This course is periodically offered by the Associated Builders and Constructors, Inc., or Associated General Contractor, Inc.

### **3.4.5 Organizational Changes**

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

## **3.5 SUBMITTALS**

Submittals shall be made as specified in Section C-01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals are in compliance with the contract requirements.

## **3.6 CONTROL**

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

### **3.6.1 Preparatory Phase**

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.

## **SAFETY PAYS**

f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.

g. A review of the appropriate activity hazard analysis to assure safety requirements are met.

h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.

i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.

j. Resolve all differences.

k. Discussion of the initial control phase.

l. The Government shall be notified at least 24 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

### **3.6.2 Initial Phase**

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

### **3.6.3 Follow-up Phase**

Daily checks shall be performed to assure control activities, including control testing, are providing continued

## **SAFETY PAYS**

compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

### **3.6.4 Additional Preparatory and Initial Phases**

Additional preparatory and initial phases shall be conducted on the same definable features of work if the quality of on-going work is unacceptable, if there are changes in the applicable CQC staff, onsite production supervision or work crew, if work on a definable feature is resumed after a substantial period of inactivity, or if other problems develop.

## **3.7 TESTS**

### **3.7.1 Testing Procedure**

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers approved testing laboratory or establish an approved testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

### **3.7.2 Testing Laboratories**

#### **3.7.2.1 Capability Check**

The Government reserves the right to check laboratory equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

#### **3.7.2.2 Capability Recheck**

If the selected laboratory fails the capability check, the Contractor will be assessed a charge of \$1375.00 to reimburse

## **SAFETY PAYS**

the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due the Contractor.

### **3.7.3 Onsite Laboratory**

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

### **3.7.4 Furnishing or Transportation of Samples for Testing**

Costs incidental to the transportation of samples or materials shall be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered, F.O.B., at the following address:

U.S. Army Corps of Engineers  
Waterways Experiment Station  
3909 Halls Ferry Road  
Vicksburg, MS 39180-6199

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

## **3.8 COMPLETION INSPECTION**

### **3.8.1 Punch-Out Inspection**

Near the completion of all work or any increment thereof established by a completion time stated in the Special Clause entitled "Commencement, Prosecution, and Completion of Work," or stated elsewhere in the specifications, the CQC System Manager shall conduct an inspection of the work and develop a punch list of items which do not conform to the approved drawings and specifications. Such a list of deficiencies shall be included in the CQC documentation, as required by paragraph DOCUMENTATION below, and shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

### **3.8.2 Pre-Final Inspection**

The Government will perform this inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment thereof if the project is divided into increments by separate completion dates.

### **3.8.3 Final Acceptance Inspection**

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at this inspection. Additional Government personnel may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the

## **SAFETY PAYS**

final acceptance inspection and shall include the Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

### **3.9 DOCUMENTATION**

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase should be identified (Preparatory, Initial, Follow-up). List deficiencies noted along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals reviewed, with contract reference, by whom, and action taken.
- g. Off-site surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.
- k. These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.
- l. Deficiency Tracking System. The Contractor shall maintain a cumulative list of deficiencies identified for the duration of the project. Deficiencies to be listed include those failures, Government oral observations and Notifications of Noncompliance. The list shall be maintained at the project site. Copies of updated listings shall be submitted to the



## **SAFETY PAYS**

Government at least every 30 days.

### **3.10 SAMPLE FORMS**

Sample forms for Daily Construction Quality Control Report and Deficiency List are enclosed at the end of Section 00800 as well as other forms the Contractor may utilize during this project.

### **3.11 NOTIFICATION OF NONCOMPLIANCE**

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

-- End of Section --

# **SAFETY PAYS**

## **SECTION 01500**

### **TEMPORARY CONSTRUCTION FACILITIES**

PART 1	GENERAL.....	01500- 1
1.1	GENERAL REQUIREMENTS .....	01500- 1
1.2	AVAILABILITY AND USE OF UTILITY SERVICES .....	01500- 1
1.3	BULLETIN BOARD, PROJECT SIGN AND PROJECT SAFETY SIGN .....	01500- 1
1.4	PROTECTION AND MAINTENANCE OF TRAFFIC.....	01500- 2
1.5	CONTRACTOR=S TEMPORARY FACILITIES.....	01500- 2
1.6	GOVERNMENT FIELD OFFICE.....	01500- 3
1.7	NOT USED.....	01500- 3
1.8	TEMPORARY PROJECT SAFETY FENCING .....	01500- 3
1.9	CLEANUP .....	01500- 3
1.10	RESTORATION OF STORAGE AREA .....	01500- 4
	End of Section .....	01500- 4

# **SAFETY PAYS**

## **SECTION 01500**

### **TEMPORARY CONSTRUCTION FACILITIES**

02/97

#### **PART 1 GENERAL**

##### **1.1 GENERAL REQUIREMENTS**

###### **1.1.1 Site Plan**

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

###### **1.1.2 Identification of Employees**

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

##### **1.2 AVAILABILITY AND USE OF UTILITY SERVICES**

###### **1.2.1 Payment for Utility Services**

No utilities shall be provided to the Contractor by the Government. The Contractor shall be responsible for obtaining any utilities for personal use or use at the Government field office at no additional cost to the Government.

###### **1.2.2 Payment for Temporary Construction Facilities**

Separate payment will not be made for providing temporary construction facilities, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices in the Bid Schedule.

###### **1.2.3 Sanitation**

The Contractor shall provide and maintain within the construction area minimum field-type sanitary facilities approved by the Contracting Officer. Government toilet facilities will not be available to Contractor's personnel.

###### **1.2.4 Telephone**

The Contractor shall make arrangements and pay all costs for telephone facilities desired.

##### **1.3 BULLETIN BOARD, PROJECT SIGN, AND PROJECT SAFETY SIGN**

###### **1.3.1 Bulletin Board**

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer.

## **SAFETY PAYS**

The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

### **1.3.2 Project and Safety Signs**

The requirements for the signs and their content shall be as shown on the drawings at the end of Section 00800 in this specification. Their location shall be as directed by the Contracting Officer. The signs shall be erected within 15 days after receipt of the notice to proceed. The data required by the safety sign shall be corrected daily, with light colored metallic or non-metallic numerals. Upon completion of the project, the signs shall be removed from the site.

### **1.4 PROTECTION AND MAINTENANCE OF TRAFFIC**

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

#### **1.4.1 Not Used**

#### **1.4.2 Barricades**

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

### **1.5 CONTRACTOR'S TEMPORARY FACILITIES**

#### **1.5.1 Administrative Field Offices**

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated staging area. Government office and warehouse facilities will not be available to the Contractor's personnel.

#### **1.5.2 Storage Area**

The Contractor shall construct a temporary 6 foot high chain link fence around trailers and materials. The fence shall include plastic strip inserts, colored green or brown, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each

## **SAFETY PAYS**

work day.

### **1.5.3 Not Used**

### **1.5.4 Appearance of Trailers**

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair.

### **1.5.5 Maintenance of Storage Area**

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of any storage area shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

### **1.5.6 Not Used**

### **1.5.7 Security Provisions**

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

## **1.6 GOVERNMENT FIELD OFFICE**

The Contractor must furnish and maintain an office which is also accessible to the Contracting Officer and providing as a minimum the following facilities: space heat, electric light and power, and toilet facilities consisting of one (1) lavatory and one (1) water closet complete with connections to water and sewer mains. The Contractor shall also provide at a minimum (within his office facilities) a desk with a phone and possible access to a copier machine for the Contracting Officer Representative. A mail slot in the door or a lockable mail box mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Utilities shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer.

## **1.7 NOT USED**

## **1.8 TEMPORARY PROJECT SAFETY FENCING**

As soon as practicable, but not later than 15 days after the date established for commencement of work, the Contractor shall furnish and erect temporary project safety fencing at the work site. The safety fencing shall be a high visibility orange colored, high density polyethylene grid or approved equal, a minimum of 42 inches high, supported and tightly secured to steel posts located on maximum 10 foot centers, constructed at the approved location. The safety fencing shall be maintained by the Contractor during the life of the contract and, upon completion and acceptance of the work, shall become the property of the Contractor and shall be removed from the work site.

## **1.9 CLEANUP**

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any

## **SAFETY PAYS**

dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

### **1.10 RESTORATION OF STORAGE AREA**

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

--End of Section--

# **SAFETY PAYS**

## **SECTION 02220**

### **DEMOLITION**

PART 1 GENERAL.....	02220-1
1.1 REFERENCES .....	02220-1
1.2 MEASUREMENT AND PAYMENT .....	02220-1
1.3 GENERAL REQUIREMENTS .....	02220-1
1.4 SUBMITTALS .....	02220-1
1.5 DUST CONTROL.....	02220-2
1.6 PROTECTION .....	02220-2
1.7 BURNING .....	02220-2
1.8 USE OF EXPLOSIVES .....	02220-3
PART 2 PRODUCTS (NOT APPLICABLE).....	02220-3
PART 3 EXECUTION .....	02220-3
3.1 EXISTING STRUCTURES.....	02220-3
3.2 UTILITIES.....	02220-3
3.3 PLUGGING OF EXISTING PIPES .....	02220-3
3.4 DISPOSITION OF MATERIAL.....	02220-3
3.5 CLEAN UP .....	02220-4
--End of Section--.....	02220-4





# **SAFETY PAYS**

## **SECTION 02220**

### **DEMOLITION 07/97**

#### **PART 1 GENERAL**

##### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### **ENGINEERING MANUALS (EM)**

EM 385-1-1 (1996) U.S. Army Corps of Engineers Safety and Health Requirements Manual

##### **1.2 MEASUREMENT AND PAYMENT**

Measurement and payment shall be made for demolition of Pump Station H-5. Unit of measurement shall be lump sum which shall include all work necessary to demolish the site and concrete plug the pipes through the levee. This also includes cleanup and disposal. All other demolition shall be considered a part of the whole and shall be paid in accordance with the bidding schedule.

##### **PAY ITEM**

##### **PAY UNIT**

Demolition of Pump Station # H-5

Lump Sum

##### **1.3 GENERAL REQUIREMENTS**

The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from the property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections. In the interest of conservation, salvage shall be pursued to the maximum extent possible; salvaged items and materials shall be disposed of as specified.

##### **1.4 SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Demolition Plan; GA.

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

## **SAFETY PAYS**

Package Plan For Salvaged Material; FIO.

The procedures proposed for salvaging for the Government the two (2) pumps at Pump Station H-5. Salvaged items to remain the property of the Government shall be removed in a manner to prevent damage, and packed or crated to protect the items from damage while in storage or during shipment.

Backfill Material; FIO.

Sources from which the Contractor proposes to obtain the backfill material, if necessary, shall be submitted to the Contracting Officer.

### **1.5 DUST CONTROL**

The amount of dust resulting from demolition shall be controlled to prevent the spread of dust to occupied portions of the construction site and to avoid creation of a nuisance in the surrounding area. Use of water will not be permitted when it will result in, or create, hazardous or objectionable conditions such as ice, flooding and pollution.

### **1.6 PROTECTION**

#### **1.6.1 Protection of Personnel**

During the demolition work the Contractor shall continuously evaluate the condition of the structure being demolished and take immediate action to protect all personnel working in and around the demolition site. No area, section, or component of floors, roofs, walls, columns, pilasters, or other structural element will be allowed to be left standing without sufficient bracing, shoring, or lateral support to prevent collapse or failure while workmen remove debris or perform other work in the immediate area.

Floors, roofs, walls, columns, pilasters, and other structural components that are designed and constructed to stand without lateral support or shoring, and are determined to be in stable condition, may be allowed to remain standing without additional bracing, shoring, or lateral support until demolished. The Contractor shall ensure that no elements determined to be unstable are left unsupported and shall be responsible for placing and securing bracing, shoring, or lateral supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

#### **1.6.2 Protection of Existing Property**

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work and shall construct and maintain shoring, bracing, and supports as required. The Contractor shall ensure that structural elements are not overloaded and shall be responsible for increasing structural supports or adding new supports as may be required as a result of any cutting, removal, or demolition work performed under this contract.

#### **1.6.3 Protection From the Weather**

The interior of buildings to remain and salvageable materials and equipment shall be protected from the weather at all times.

### **1.7 BURNING**

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

## **SAFETY PAYS**

### **1.8 USE OF EXPLOSIVES**

Use of explosives will not be permitted.

### **PART 2 PRODUCTS (NOT APPLICABLE)**

### **PART 3 EXECUTION**

#### **3.1 EXISTING STRUCTURES**

Existing Pump Station H-5 shall be demolished including the foundation to a point 6 inches below existing grade. All concrete demolition shall be performed in a manner to not damage surfaces and areas to remain. No construction and/or demolition debris shall be permitted to be disposed of on the demolition site. Upon completion, all sump areas and other depressions shall be filled with granular material and topped with 6 inches of topsoil, graded to match adjacent ground and away from the levee, and seeded.

#### **3.2 UTILITIES**

Contractor needs to make appropriate arrangements to have all utilities disconnected prior to start of demolition. When utility lines are encountered that are not indicated on the drawings, the Contracting Officer shall be notified prior to further work in that area.

#### **3.3 PLUGGING OF EXISTING PIPES**

The two (2) abandoned 12-inch diameter pump discharge pipes shall be plugged with concrete for the entire length of the pipes so as to produce a watertight seal. Space to be plugged shall first be cleaned out.

#### **3.4 DISPOSITION OF MATERIAL**

Title to material and equipment to be demolished, except Government salvage and historical items, is vested in the Contractor upon receipt of notice to proceed. The Government will not be responsible for the condition, loss or damage to such property after notice to proceed.

##### **3.4.1 Salvageable Items and Material**

Contractor shall salvage items and material to the maximum extent possible.

##### **3.4.1.1 Material Salvaged for the Contractor**

Material salvaged by the Contractor shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not be sold on the site.

##### **3.4.1.2 Items Salvaged for the Government**

Items salvaged for the government include the two (2) pumps at Pump Station H-5. Salvaged items to remain the property of the Government shall be removed in a manner to prevent damage, and packed or crated to protect the items from damage while in storage or during shipment. Arrangements shall be made with the Contracting Officer as to where the pumps are to be shipped. Items damaged during removal or storage shall be repaired or replaced to match existing items. Containers shall be properly identified as to contents.

##### **3.4.2 Unsalvageable Material**

Concrete, masonry, and other noncombustible material shall be property of the Contractor and disposed of off the site. Combustible material shall be disposed of off the site.

## **SAFETY PAYS**

### **3.5 CLEAN UP**

Debris and rubbish shall be removed from excavations. Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

--End of Section--





# **SAFETY PAYS**

## **SECTION 02500**

### **MISCELLANEOUS CONSTRUCTION**

PART 1	GENERAL.....	02500- 1
1.1	REFERENCES .....	02500- 1
1.2	MEASUREMENT AND PAYMENT .....	02500- 1
1.3	NOT USED.....	02500- 2
1.4	SUBMITTALS .....	02500- 2
PART 2	PRODUCTS (Not Applicable) .....	02500- 3
PART 3	EXECUTION .....	02500- 3
3.1	SUMP PUMP STARTER .....	02500- 3
3.2	DEHUMIDIFIER.....	02500- 3
3.3	RIPRAP AND FILTER MATERIAL.....	02500- 4
	End of Section .....	02500- 4

# SAFETY PAYS

## SECTION 02500

### MISCELLANEOUS CONSTRUCTION 09/95

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

#### NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA)

NEMA AB 1	(1993)	Molded Case Circuit Breakers and Molded Case Switches
NEMA ICS 1	(1993)	Industrial Control and Systems
NEMA ICS 2	(1993)	Industrial Control Devices, Controllers and Assemblies
NEMA ICS 6	(1993)	Industrial Control and Systems Enclosures

#### NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70	(1996)	National Electrical Code
---------	--------	--------------------------

#### UNDERWRITERS LABORATORIES (UL)

UL 50	(1992)	Enclosures for Electrical Equipment
UL 489	(1991; Rev thru Dec 1994)	Molded Case Circuit Breakers and Circuit Breaker Enclosures

#### INDIANA DEPARTMENT OF TRANSPORTATION (INDOT)

INDOT	Standard Specifications (1995)
INDOT	Approved Aggregate List

##### 1.2 MEASUREMENT AND PAYMENT

1.2.1 Measurement and payment shall be made for the installation of a sump pump starter at the contract lump sum price. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the installation.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Sump Pump Starter	Lump Sum



## SAFETY PAYS

1.2.2 Measurement and payment shall be made for the installation of a new dehumidifier at the contract lump sum price. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the installation.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Dehumidifier	Lump Sum

1.2.3 Measurement and payment shall be made for the placement of Indiana Revetment Riprap at the contract unit price per ton. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the installation.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Indiana Revetment Riprap	Ton

1.2.4 Measurement and payment shall be made for the placement of Indiana #5's at the contract unit price per ton. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the installation.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
Indiana #5's	Ton

1.3 NOT USED

1.4 SUBMITTALS

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

### SD-06 Instructions

Manufacturer's Product Data; GA.

Dehumidifier data and the recommended installation procedures.

### SD-09 Reports

Stone Protection; FIO

Copies of test reports taken on Indiana Revetment Riprap and Indiana #5's.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 SUMP PUMP STARTER

## **SAFETY PAYS**

### **3.1.1 Motor Controls**

#### **3.1.1.1 General**

NEMA AB 1, NEMA ICS 1, NEMA ICS 2, NEMA ICS 3, NEMA ICS 6, UL 50, and UL 489. Installation and size of motor starter shall be in conformance with NFPA 70.

#### **3.1.1.2 Motor Starter**

Motor starter shall be installed for pump P5 in Pump Station H-4, which is rated at 240 volt, 3 phase, 20 hp. Contractor shall remove existing starter and install new motor starter in same location. The combination motor starter shall be equipped with a circuit breaker rated for a 20 hp motor, approved for submersible pump applications and service entrance rated. Starter shall also have "start", "stop" push button, "hand-off-auto" selector switch as well as on/off indicator lights. Starter shall be connected to existing power and control wiring to provide a complete operational pump.

### **3.2 DEHUMIDIFIER**

3.2.1 The Contractor shall furnish and install a new dehumidifier (White-Westinghouse Model WED50P or approved equal) in Howell Pump Station No. 6 (H-6) to meet the following specifications and features:

- a.) Automatic humidistat.
- b.) Frost Control shuts off the unit and resumes after frost has melted.
- c.) Drip tray which can be hooked up to pipe line for drainage.
- d.) 50-Pint Capacity in 24 hours in accordance with ANSI B149.1.
- e.) Electrical requirements of 115 Volt, 60 Hz, 1 Phase and 3-wire service cord and polarized plug.
- f.) Provide 2 speed fan.

3.2.2 Contractor shall furnish and install the proper brackets for the unit to be wall-mounted at a location in the pump station as determined by the Contracting Officer. The drip tray (drain pan) shall be PVC piped to drain into the sump of the pump station.

### **3.3 RIPRAP AND FILTER MATERIAL**

3.3.1 Indiana Revetment Riprap as specified in the plans shall conform to Section 616 of the INDOT Specifications.

3.3.1.1 Indiana # 5's as specified in the plans shall conform to Section 904 of the INDOT Specifications.

3.3.2 Indiana Revetment Riprap and Indiana # 5's must be from a source on the INDOT Approved Aggregate Source List.

3.3.2.1 Soundness test data for the proposed aggregate source shall be furnished. Test information shall be less than one year old.

3.3.3 Take one gradation at the source for the Indiana Revetment Riprap and the Indiana # 5's.

3.3.4 Minor excavation is required to remove the silt material and to place

## **SAFETY PAYS**

the riprap. All material removed shall become the property of the Contractor and shall be moved offsite. All of this work will have no direct pay item and will be considered incidental to the placement of the Indiana # 5's.

--End of Section--





# **SAFETY PAYS**

## **SECTION 02721**

### **CULVERT REPAIR**

07/98

PART 1 GENERAL.....	02721-1
1.1 SCOPE.....	02721-1
PART 2 PIPE LOCATIONS .....	02721-1
2.1 LOCATIONS OF PIPES TO BE REPAIRED.....	02721-1
PART 3 MEASUREMENT AND PAYMENT .....	02721-2
End of Section.....	02721-2

# SAFETY PAYS

## SECTION 02721

### CULVERT REPAIR

07/98

#### PART 1 GENERAL

##### 1.1 SCOPE

Work consists of providing all materials and installation of materials for sliplining culverts or repairing culverts by the installation of cured-in-place pipe. As-built drawings are included as a reference for locations. The locations of the sites for culvert repair are marked. These drawings are for reference only. All work shall be per the specifications included hereinafter.

#### PART 2 PIPE LOCATIONS

##### 2.1 LOCATIONS OF PIPES TO BE REPAIRED:

###### SLIPLINING METHOD

###### HOWELL SECTION

LOCATION	EXISTING PIPE SIZE	NEW PIPE LINER	REFERENCE DRAWINGS
201 + 13 (FOR 108 LF)	54"	48"	793-12.12/6
216 + 83	60"	54"	793-12.12/6
235 + 50	60"	54"	793-12.12/7

###### KNIGHT SECTION

LOCATION	EXISTING PIPE SIZE	NEW PIPE LINER	REFERENCE DRAWINGS
4 + 00	60"	54"	793-12.12/8
79 + 02	48"	42"	793-12.12/2
296 + 00	24"	18"	792-12.2/32

###### CURD-IN-PLACE METHOD

###### HOWELL SECTION

LOCATION	EXISTING PIPE SIZE	REFERENCE DRAWINGS
117 + 00	24"	794-12.2/37.1
201 + 13 (FOR 52 LF)	54"	793-12.12/6
266 + 35	2 – 60"	793-12.12/7
276 + 00	24"	794-12.2/52.1
290 + 77	24"	794-12.2/53.1

## **SAFETY PAYS**

### **PART 3 MEASUREMENT AND PAYMENT**

Measurement and payment shall be made at the contract unit price per linear foot of new cured-in-place pipe or new pipe liner for each size pipe installed. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the installation.

<u>PAY ITEM</u>	<u>PAY UNIT</u>
New Cured-In-Place Pipe (24" Pipe)	LF
<u>PAY ITEM</u>	<u>PAY UNIT</u>
New Cured-In-Place Pipe (54" Pipe)	LF
<u>PAY ITEM</u>	<u>PAY UNIT</u>
New Cured-In-Place Pipe (60" Pipe)	LF
<u>PAY ITEM</u>	<u>PAY UNIT</u>
New 18" Pipe Liner	LF
<u>PAY ITEM</u>	<u>PAY UNIT</u>
New 42" Pipe Liner	LF
<u>PAY ITEM</u>	<u>PAY UNIT</u>
New 48" Pipe Liner	LF
<u>PAY ITEM</u>	<u>PAY UNIT</u>
New 54" Pipe Liner	LF

--End of Section--



# **SAFETY PAYS**

## **SECTION 02722**

### **CULVERT SLIP LINING**

12/97

PART 1 GENERAL.....	02722-1
1.1 SCOPE.....	02722-1
1.2 APPLICABLE PUBLICATIONS.....	02722-1
1.3 SUBMITTALS.....	02722-2
1.4 DELIVERY AND STORAGE.....	02722-2
1.5 MATERIALS AND EQUIPMENT.....	02722-3
1.6 PREPARATION.....	02722-5
1.7 INSTALLATION.....	02722-5
1.8 SLIP-LINING, POLYETHYLENE PIPE.....	02722-6
1.9 NOT USED.....	02722-7
1.10 BACKFILL AND COMPACTION.....	02722-7
1.11 WASTE AND DEBRIS.....	02722-7
1.12 MEASUREMENT AND PAYMENT.....	02722-7
End of Section.....	02722-7

# SAFETY PAYS

## SECTION 02722

### CULVERT SLIP LINING

12/97

#### PART 1 GENERAL

##### 1.1 SCOPE

This specification covers the requirements for the liner material and installation of the liner for culvert repair.

##### 1.2 APPLICABLE PUBLICATIONS

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification and supplementary detailed sections to the extent indicated by the references thereto:

#### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- |             |  |
|-------------|--|
| ASTM C 150  | (1994) Portland Cement   |
| ASTM D 638  | (1996) Standard Test Method for Tensile Properties of Plastics   |
| ASTM D 696  | (1991) Standard Test Method for Coefficient of Thermal Expansion of Plastics Between<br>-30°C and 30°C                             |
| ASTM D 746  | (1995) Standard Test Method for Brittleness Temperature of Plastics and Elastomers by<br>Impact                                    |
| ASTM D 790  | (1996) Standard Test Method for Flexural Properties of Unreinforced and Reinforced<br>Plastics and Electrical Insulating Materials |
| ASTM D 1238 | (1995) Standard Test Method for Flow Rates of Thermoplastics by Extrusion<br>Plastometer   |
| ASTM D 1505 | (1996) Standard Test Method for Density of Plastics by the Density-Gradient Technique  |
| ASTM D 1603 | (1997) Standard Test Method for Carbon Black in Olefin Plastics  |
| ASTM D 1693 | (1997) Standard Test Method for Environmental Stress Cracking of Ethylene Plastics   |
| ASTM D 1928 | (1996) Standard Practice for Preparation of Compression-Molded Polyethylene Test<br>Sheets and Test Specimens                      |
| ASTM D 2321 | (1989) Standard Practices for Underground Installation of Thermoplastic Pipe for<br>Sewers and Other Gravity-Flow Applications     |
| ASTM D 2774 | (1994) Standard Practices for Underground Installation of Thermoplastic Pressure<br>Piping   |
| ASTM D 2837 | (1992) Standard Test Method for Obtaining Hydrostatic Design Basis for Thermoplastic<br>Pipe Materials                             |

## **SAFETY PAYS**

ASTM D 3035 (1995) Standard Specification for Polyethylene (PE) Plastic Pipe (DR-PR) Based on Controlled Outside Diameter

ASTM D 3261 (1997) Standard Specification for Butt Fusion Polyethylene (PE) Plastic Fittings or Polyethylene (PE) Plastic Pipe and Tubing

ASTM D 3350 (1996) Standard Specification for Polyethylene Plastics Pipe and Fittings Material

ASTM F 714 (1997) Standard Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Outside Diameter

PLASTIC PIPES INSTITUTE (PPI)

PPI TR-31/9-79 (1988) Underground Installation of Polyolefin Piping

### **1.3 SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-06 Instructions

Manufacturer's Product Data; FIO.

Lining product data shall include a chemical resistance table, and the recommended installation procedures.

SD-13 Certificates

Lining; GA.

Contractor shall obtain from the lining manufacturer and shall submit the necessary certification indicating the compliance of the products with the applicable publications listed.

SD-14 Samples

Lining Materials; GA.

Contractor shall submit samples of the lining materials.

### **1.4 DELIVERY AND STORAGE**

Materials shall be delivered to the site in an undamaged condition. Materials that are not installed upon delivery shall be stored in a safe, dry location and in a manner to prevent damage or loss. Materials damaged or lost before final inspection shall be replaced by the Contractor at no additional cost to the Government.

#### **1.4.1 Storage of Polyethylene Pipes**

Pipes shall comply with manufacturer's recommendation. Pipes shall be stored on level ground, preferably turf or sand, free of sharp objects which could damage the pipe. Stacking of the polyethylene

## SAFETY PAYS

pipe shall be limited to a height that will not cause excessive deformation of the bottom layers of pipe under anticipated temperature conditions. Where necessary, due to ground conditions, the pipe shall be stored on wooden sleepers, spaced suitably and of such width as to not allow deformation of the pipe at the point of contact with the sleeper or between supports.

### 1.4.2 Handling Instructions

Equipment and materials shall be handled in compliance with the manufacturer's recommendations. Ropes, fabric, or rubber protected slings and straps shall be used when handling pipes. Chains, cables or hooks inserted into the pipe ends shall not be used. Pipe or fittings shall not be dropped onto rocky or unprepared ground.

## 1.5 MATERIALS AND EQUIPMENT

### 1.5.1 General

Materials and equipment shall be as specified. Materials and equipment not definitely specified shall be of a quality used for the purpose in commercial practice. Items not specified but required for the proper installation or repair of a specified item of work shall be provided. All materials shall be clean, free from defects, corrosion and damage. All items shall be of proper size, design and characteristics for the use intended. Unless otherwise specified, all items shall be factory made.

### 1.5.2 Lining Material

**Material:** Materials used for the manufacture of polyethylene pipe and fittings shall be extra high molecular weight, high density PE3408 polyethylene resin in accordance with ASTM D 3350 - cell classification 3.

The material shall be listed by PPI (Plastics Pipe Institute, a division of the Society of the Plastics Industry) in PPI TR-4 with a 73.4°F hydrostatic design basis of 1,600 psi and a 140°F hydrostatic design basis of 800 psi. The PPI listing shall be in the name of the pipe manufacturer and shall be based on ASTM D 2837.

### 1.5.3 Pipe

Pipe supplied under this specification shall have a nominal IPS (Iron Pipe Size) OD unless otherwise specified. The SDR (Standard Dimension Ratio) shall be 32.5.

The pipe shall be produced from approved HDPE pipe grade resin with the nominal physical properties outlined in Pipe Properties. Pipe will be made to the dimensions and tolerances specified in ASTM F 714.

**Pipe Marking:** During extrusion production, the HDPE pipe shall be continuously marked with durable printing including the following information

1.	Nominal Size
2.	Dimension Ration
3.	Manufacturer Name and Product Series
4.	Cell Class
5.	ASTM Basis
6.	Pipe Test Category
7.	Plant Identification
8.	Production Date

## SAFETY PAYS

9.	Operator Number (Shift Letter optional)
10.	Resin Supplier Code

### 1.5.4 Pipe Properties \*

PROPERTY	TEST METHOD	UNIT	NOMINAL VALUE
Density	ASTM D 1505	gm/cm <sup>3</sup>	0.955
Melt Index	ASTM D 1238 (Cond E)	gm/10 min.	0.11
ESCR	ASTM D 1693	F. hours	>5,000
Flexural Modulus	ASTM D 790	psi	135,000
Tensile Strength	ASTM D 638	psi	3,200
HDB @ 73.4°F	ASTM D 2837	psi	1,600
UV Stabilizer	ASTM D 1603	%C	>2
Hardness	ASTM D 2240	Shore "D"	65
Tensile Strength at yield (Type IV Specimen)	ASTM D 638	psi	3,200
Tensile Strength at break (Type IV Specimen)	ASTM D 638	psi	5,000
Elongation at break	ASTM D 638	%, min	750
Modulus of Elasticity	ASTM D 638	psi	130,000
Linear Thermal Expansion Coefficient	ASTM D 696	in/in/°F	1.2 x 10 <sup>-4</sup>
Thermal Conductivity	ASTM D 177	BTU-in/ft <sup>2</sup> /hr/°F	2.7
Brittleness Temperature	ASTM D 746	°F	<-180
Heat Fusion Condition	- -	psi @ °F	75 @ 400

\* This list of typical physical properties is intended for basic characterization of the material and does not represent specific determinations of specifications. The physical properties herein were determined on compression molded specimens prepared in accordance with Procedure C of ASTM D 1928 and may differ from specimens taken from the pipe.

### 1.5.5 Joints

#### 1.5.5.1 Polyethylene Pipe Butt Joints

Pipe lengths, fittings and flanged connections to be joined by thermal butt-fusion shall be of the same type, grade, and class of polyethylene compound and supplied by pipe supplier.

#### 1.5.5.2 Fusing Equipment

Pipe fusing equipment shall be as required to complete the work, and shall consist of items normally utilized for thermal fusing of polyethylene pipe. The equipment shall include, but not be limited to the following:

##### 1.5.5.2.1 Transformer and Controls

Transformer shall have a current flow selector to decrease or increase the current flow to the heater plate in order to select the proper fusing temperature.

##### 1.5.5.2.2 Heater plate shall be of the proper diameter for the pipe to be fused.

## **SAFETY PAYS**

1.5.5.2.3 Pipe joining machine shall have all the attachments necessary to hold pipe ends in proper alignment and at proper separating distances. Machine shall be equipped with the necessary hydraulic system to bring the pipe ends together and hold them for fusion.

1.5.5.2.4 Hydraulic system shall be capable of developing pressures necessary to fuse the pipe ends, and shall be manually controlled as to direction of movement. Pressure gages shall give system pressure in psi from 0 to 1500.

1.5.5.2.5 Trimmer shall consist of removable blades capable of producing clean, flat, parallel faces for butt fusion joining.

1.5.5.2.6 Rollers shall be adjustable and of the size required. The necessary number of rollers shall be available.

1.5.5.3 Flanged joints shall consist of a polyethylene flange, thermally butt fused to the ends of the pipe. The companion flange shall be steel or cast iron and nylon coated.

### **1.6 PREPARATION**

#### **1.6.1 Scheduling and Coordination**

Before commencing work, the Contractor shall determine that all requirements pertaining to scheduling of the work, the time approved by the Contracting Officer for commencement and coordination of work with the Contracting Officer are being complied with.

#### **1.6.2 Protection**

All protection required to prevent damage to new materials, adjacent materials, equipment, fixtures, and finishes shall be provided.

#### **1.6.3 Ventilation of Culverts**

Contractor shall provide proper ventilation for personnel working in the culverts.

#### **1.6.4 Traffic**

Contractor shall provide all traffic signs, at and around the work area. Traffic signs and locations shall be as approved by the Contracting Officer.

### **1.7 INSTALLATION**

#### **1.7.1 Workmanship**

Work shall be executed in a careful, neat and proficient manner, in compliance with accepted trade practices by personnel skilled in the work to be done.

#### **1.7.2 Manufacturer's Representative**

A representative of the lining material manufacturer shall instruct the Contractor on installation procedures prior to beginning of the work, and shall be present at all times monitoring the butt fusion process and pipe installation to ensure that installation proceeds in a manner acceptable to produce the best results and obtain longest possible warranty.

## **SAFETY PAYS**

### **1.8 SLIP-LINING, POLYETHYLENE PIPE**

Lining of culverts shall comply with the recommended method of the lining materials manufacturer, using the necessary equipment as normally used in the trade.

#### **1.8.1 Preliminary Work**

Excavation shall be of the required length to allow entry of the liner into the pipe without exceeding the allowable bending radius or allowing reverse bending of the lining material under its own weight. Dewater as required. Run winch cable through existing line and connect pulling head to liner material.

##### **1.8.1.1 Joining Liner Sections**

Joining of polyethylene pipe sections shall be by the thermal butt fusion method, in compliance with the manufacturer's recommendations and using the specified equipment. The pipe sections shall be properly aligned, secured, trimmed, thermally softened and fused together using constant pressure. The joint shall be continuous and to the same degree throughout the circumference. Liner sections shall be flush with one another and properly aligned after the joint has hardened. Any deviations from the above shall require the joint be cut out and the procedure repeated until an acceptable joint has been made.

##### **1.8.1.2 Handling of the Joint Liner Sections**

Handling procedures shall comply with the manufacturer's recommendations. The handling of the jointed pipe lines shall be in such a manner that the pipe is not damaged by dragging over sharp and cutting objects. Slings for handling the pipe line shall not be positioned at butt fused joints. Sections of the pipes with deep cuts and gouges shall be removed and the ends of the pipe line rejoined.

#### **1.8.2 Continuation of Service**

Sewer service shall not be discontinued or interrupted during the liner insertion. Manufacturer's recommendations shall be followed:

##### **1.8.2.1 Joining of Pipe Ends**

Joining of polyethylene pipe shall be by the thermal butt-fusion method, as specified, and in compliance with Technique II of ASTM D 2657.

##### **1.8.2.2 Insertion of Liner**

Liner shall be pulled at constant speed., without jerking. Liner shall not be dragged over hard surfaces of gravel soil. Rollers or other materials shall be used, spaced at proper distances to keep liner from dragging. Liner shall be laid at a constant line and grade, as the existing pipe, without undulations. Where the existing pipe is not at constant grade, the liner shall follow as true a constant grade as possible.

##### **1.8.2.3 Complementary Work**

After insertion, the liner shall be cut and trimmed to the required length.

##### **1.8.2.4 Manufacturer's Recommendations**

The manufacturer's recommendations should be followed regarding relaxation and thermal equilibrium of the liner prior to filling the annular space between the liner and the existing sewer pipe.

## **SAFETY PAYS**

### **1.8.2.5 Annular Space Grouting**

The annular space between the existing pipe and the liner shall be filled in accordance with specification Section 02723.

### **1.9 NOT USED**

### **1.10 BACKFILL AND COMPACTION**

Areas of excavation shall be backfilled and compacted to match existing grade upon completion of the work.

### **1.11 WASTE AND DEBRIS**

Waste and debris resulting from the work shall be cleaned up and promptly removed from the job site at least daily. Debris shall not become a hazard to Government personnel, nor to Government property. Disposal of waste and debris shall be off site and be the responsibility of the Contractor.

### **1.12 MEASUREMENT AND PAYMENT**

No separate payment will be made for the work covered under this section and all costs in connection herewith shall be included in the applicable contract unit price per linear foot of new pipe liner for each size pipe installed as stated in Section 02721.

--End of Section--



# **SAFETY PAYS**

## **SECTION 02723**

### **ANNULAR SPACE GROUTING**

07/98

PART 1 GENERAL.....	02723-1
1.1 SCOPE.....	02723-1
1.2 APPLICABLE PUBLICATIONS.....	02723-1
1.3 SUBMITTALS .....	02723-1
1.4 MEASUREMENT AND PAYMENT .....	02723-2
PART 2 ANNULAR SPACE GROUTING.....	02723-2
2.1 PREPARATION.....	02723-2
2.2 PLANNED VENTS.....	02723-2
2.3 MATERIALS .....	02723-2
2.4 QUALIFICATIONS .....	02723-3
2.5 GROUTING EQUIPMENT .....	02723-3
2.6 INJECTION PROCEDURE AND PRESSURE.....	02723-3
2.7 ONSITE TEST EQUIPMENT .....	02723-4
2.8 TEST SECTION .....	02723-4
End of Section.....	02723-4

# **SAFETY PAYS**

## **SECTION 02723**

### **ANNULAR SPACE GROUTING**

07/98

#### **PART 1 GENERAL**

##### **1.1 SCOPE**

This specification covers the requirements for grouting the annular space between the existing pipe and liner pipe.

##### **1.2 APPLICABLE PUBLICATIONS**

The following publications of the issues listed below, but referred to thereafter by basic designation only, form a part of this specification and supplementary detailed sections to the extent indicated by the references thereto:

#### **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM C 138 (1992) Standard Test Method for Unit Weight, Yield, and Air Content of Concrete

ASTM C 403 (1995) Standard Test Method for Time of Setting of Concrete Mixtures by Penetration

ASTM C 495 (Rev A; 1991) Standard Test Method for Compressive Strength of Lightweight Insulating Concrete

ASTM C 939 (Rev A; 1994) Standard Test Method for Flow of Grout for Preplaced Aggregate Concrete

#### **AMERICAN NATIONAL STANDARDS INSTITUTE**

B 40 (1991) Gauges - Pressure Indicating Dial Type

##### **1.3 SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-08 Statements

Proposed Grouting Mix; GA.

Proposed Grout Density and Viscosity; GA.

Initial Set Time of the Grout; GA.

The 24 hour and 28 day Compressive Strengths; GA.

The Grout Working Time before a 15% Change in Density or Viscosity Occurs; GA.

Dates for the five items above shall be derived from trial grout batches performed by an approved, independent testing laboratory. The trial batch procedure may be waived when test data of prior

## **SAFETY PAYS**

performance of the proposed mix design is presented by the Contractor and approved by the Contracting Officer.

The Proposed Grouting Method; GA.

The Maximum Injection Pressures; GA.

Proposed Grout Stage Volumes; GA.

Bulkhead Designs; GA.

Buoyant Force Calculations; GA.

Flow Control; GA.

Vent Locations; GA.

For each different type of grout or variation on procedure of installation, a complete package shall be submitted. The submittal shall include each of the above items and the sewer locations of conditions to which it applies. The Contractor shall notify the Contracting Officer of any changes to be made in grout mix, grouting procedure or installation.

### **1.4 MEASUREMENT AND PAYMENT**

No separate payment will be made for the work covered under this section and all costs in connection herewith shall be included in the applicable contract unit price per linear foot of new pipe liner for each size pipe installed as stated in Section 02721.

## **PART 2 ANNULAR SPACE GROUTING**

### **2.1 PREPARATION**

Upon completion of sliplining, but prior to grouting, bulk-heading of the ends and appropriate venting shall be required. All venting will be done to the inside of the lining pipe. No holes or vents will be allowed through the levee.

### **2.2 PLANNED VENTS**

The Contractor shall submit plans, including the proposed number and location of vents relative to pipe diameter and stiffness and the depth of sewer flow in the pipeline for the grouting operation.

### **2.3 MATERIALS**

The grout materials shall consist of Portland cement, (Portland cement and fly ash), and or additives.

#### **2.3.1 Compressive Strength**

The grout shall have a minimum penetration resistance of 100 psi in 24 hours when tested in accordance with ASTM C 403 and a minimum compressive strength of 200 psi in seven (7) days when tested in accordance with ASTM C 495, and a compressive strength of 300 psi in 28 days when tested in accordance with ASTM C 495.

#### **2.3.2 Performance Requirements**

## **SAFETY PAYS**

The Contractor shall submit the proposed grout mixes, methods, plans and criteria of the grouting operations. The grouting system shall have sufficient gauges, monitoring devices, and tests to determine the effectiveness of the grouting operation and to ensure compliance with the liner pipe specifications and design parameters.

### **2.3.3 Density and Viscosity**

The Contractor shall design a grout mix with a density to meet the requirements of Subsection 2.3.4 to prevent floating of the liner pipe. The apparent viscosity shall not exceed 18 seconds in accordance with ASTM C 939.

### **2.3.4 Mix Design**

The grout mix will be Pacific International Grout Co. LDB 662 or approved equal. One or more of the mixes shall be developed to completely fill the annular space to meet the following requirements:

- Size of annular void
- Void (size) of the surrounding soil
- Absence or presence of groundwater
- Sufficient strength and durability to prevent movement of the liner pipe
- Provide adequate retardation
- Initial set will not be less than three (3) hours
- The slurry shall have a minimum density of 55 pcf and a maximum density of 61 pcf
- The material will not bleed or segregate
- Provide less than 1% shrinkage by volume

## **2.4 QUALIFICATIONS**

The Contractor shall demonstrate to the Contracting Officer the capability of backfilling the annulus and meeting the specifications regarding that work. Only a company specializing in the design and placement of annular fill with a minimum of five (5) years of successful experience shall be employed. The company must have experience in design, placement, and testing on at least two (2) relevant projects where annular fill was placed to strict quality control requirements in an annulus similar to or equal to around similar plastic pipe with similar distances between access points at injection pressures proposed. The Contractor shall submit a detailed plan to the Contracting Officer that will anchor the liner in the invert for a period of time long enough to allow the grout to set where buoyant uplift is a factor.

## **2.5 GROUTING EQUIPMENT**

The materials shall be mixed in equipment of sufficient size, with a capacity of 45 cubic yards per hour to provide the desired amount of grout material for each stage in a single operation. The equipment shall be capable of mixing the grout at densities as dictated by field conditions any time during the grouting operation.

## **2.6 INJECTION PROCEDURE AND PRESSURE**

The gauged pumping pressure shall not exceed the liner pipe manufacturer's approved recommendation. Pumping equipment shall be of a size sufficient to inject grout at a velocity and pressure relative to the size of the annular space. Gauges to monitor grout pressure shall be attached immediately adjacent to each injection port. The gauge shall conform to an accuracy of no more than one-half percent (0.5%) error over the full range of the gauge. The range of the gauge should not be more than 100 percent greater than the design grout pressure. Pressure gauges shall be instrument oil filled and attached to a saddle-type diaphragm seal (gauge saver) to prevent clogging with grout. All gauges shall be certified

## **SAFETY PAYS**

and calibrated in accordance with ANSI B40, Grade 2A. The grout at the pipe ends shall be shaped as shown in the attached figure at the end of this specification section.

### **2.7 ONSITE TEST EQUIPMENT**

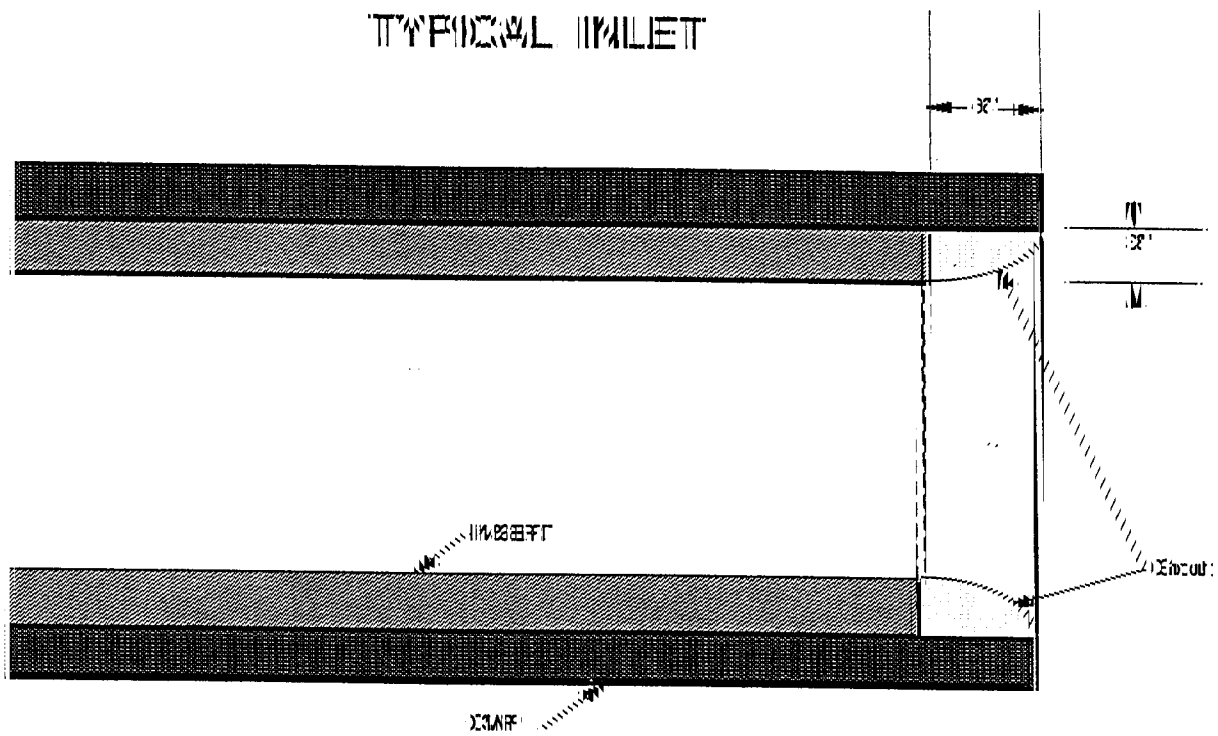
Density shall be verified by ASTM C 138 or by other methods as approved by the Contracting Officer. Viscosity shall be checked with a flowcone provided by the Contractor as tested per ASTM C 939.

### **2.8 TEST SECTION**

The Contractor shall be required to perform a test on each type of grout system proposed to be used. The test section to be grouted and the size of the annular space considered for each type of grout and/or grout system shall be determined by the Contractor.

--End of Section--

# TYPICAL INLET









# **SAFETY PAYS**

## **SECTION 02724**

### **CURED-IN-PLACE PIPE**

12/98

PART 1 GENERAL.....	02724-1
1.1 REFERENCES .....	02724-1
1.2 SUBMITTALS .....	02724-1
1.3 SYSTEM INSTALLATION DESCRIPTION.....	02724-2
1.4 INTENT .....	02724-2
1.5 INSTALLER QUALIFICATIONS .....	02724-2
1.6 MEASUREMENT AND PAYMENT .....	02724-2
 PART 2 PRODUCTS .....	 02724-2
2.1 MATERIALS.....	02724-2
2.2 RESIN SYSTEM.....	02724-3
2.3 CIPP PROPERTIES .....	02724-3
2.4 STRUCTURAL REQUIREMENTS.....	02724-3
 PART 3 EXECUTION .....	 02724-4
3.1 INSTALLATION .....	02724-4
3.2 TESTING.....	02724-6
3.3 INSPECTION AND ACCEPTANCE .....	02724-7
3.4 CLEAN-UP.....	02724-7
 End of Section .....	 02724-7

# **SAFETY PAYS**

## **SECTION 02724**

### **CURED-IN-PLACE PIPE**

#### **PART 1 GENERAL**

##### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

This specification references American Society for Testing and Materials (ASTM), National Association of Sewer Service Companies (NASSCO), and American Water Works Association (AWWA) standards which are made part hereof by such reference, and shall be the latest edition and revision thereof. If there is a conflict between these standards and this specification, this specification will govern.

ASTM F1216 (1993) Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube

This specification references a report titled "Long-Term Structural Behavior of Pipeline Rehabilitation Systems" by Dr. Leslie K. Guice, Dr. Tom Straughan, Chris R. Norris, and R. David Bennett, published by Trenchless Technology Center (TTC), Louisiana Tech University, Ruston, Louisiana, and U.S. Army Corps of Engineers, Waterway Experiment Station, Vicksburg, Mississippi. The report shall only be used for the determination of a long-term flexural modulus (as noted in para. 2.4).

##### **1.2 SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section C-01330 SUBMITTAL PROCEDURES:

SD-01 Data

Lists of Materials; FIO.

Furnish two copies of purchase orders, shop orders for materials, and work orders, including orders placed or extended by each supplier. Contractor shall furnish a list designating materials to be used for each item.

Materials and Procedures; GA.

Prior to installation of cured-in-place pipe reconstruction liner, Contractor shall furnish within 15 days of issuance of the modification the names of manufacturers and the procedures necessary to be incorporated in the work, together with any information pertaining to the cured-in-place pipe reconstruction liner.

Design Calculations; GA

Detailed design calculations for both the internal and external loading parameters as specified in para. 2.4 Structural Requirements must be followed and submitted for review and approval.

SD-08 Statements

Installer's Qualifications; GA

SD-13 Certificates

Chemical Resistance; GA

## **SAFETY PAYS**

Provide certification that the CIPP (cured-in-place pipe) meets the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of the same resin system and tube materials as proposed for this project. It is required that CIPP samples without plastic coating meet these chemical testing requirements.

Hydraulic Capacity; GA

Provide certification that the CIPP shall at a minimum achieve the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition. The roughness coefficient of the CIPP shall be verified by test data.

CIPP Field Test Samples; GA

Provide certification that test samples shall submit physical property test results from previous installations of the same resin system and tube materials as proposed for this project. These test results must verify that the CIPP physical properties specified in para. 2.3 have been achieved in previous applications.

Long-term properties; GA

Tests to confirm 50-year design values shall be conducted in accordance with ASTM D2990. As an alternative, third party testing of a 10,000 hour external loading test, conducted in a wet environment to simulate field conditions, can be used to verify long-term design values.

### **1.3 SYSTEM INSTALLATION DESCRIPTION**

The Contractor shall furnish and install a cured-in-place pipe reconstruction liner at the sites indicated on the drawings for the various sizes of pipe through the levee.

### **1.4 INTENT**

It is the intent of this specification to provide for the reconstruction of the designated pipes by the installation of cured-in-place pipe (CIPP). A CIPP is formed by the insertion of a resin-impregnated flexible felt tube into the existing pipe. The tube is expanded with water in an inversion process to fit against the original conduit, and then heated to cure the resin. The finished product is a jointless, structural pipe that is formed to the existing pipe.

### **1.5 INSTALLER QUALIFICATIONS**

The installer shall be experienced and regularly engaged in the installation of the type and complexity of system included in this project. A statement prior to submittal of any other data or drawings, that the proposed installer is regularly engaged in the installation of the type and complexity of system included in this project shall be provided. In addition, data identifying the location of at least three systems recently installed by the proposed installer which are similar in size and scope to the system specified shall be submitted. Installer shall certify that each system has performed satisfactorily, in the manner intended, for a period of not less than five years.

### **1.6 MEASUREMENT AND PAYMENT**

No separate payment will be made for the work covered under this section and all costs in connection herewith shall be included in the applicable contract unit price per linear foot of new pipe liner for each size pipe installed as stated in Section 02721.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

2.1.1 The tube shall consist of one or more layers of absorbent fabric capable of carrying resin, and capable of withstanding installation pressures and curing temperatures. The tube shall be compatible with the resin system used. The tube material shall be able to stretch to fit irregular pipe sections and negotiate bends. The outside layer of the tube

## SAFETY PAYS

shall be plastic coated with a material that is compatible with the resin system used. The tube should be fabricated to size that, when installed, will fit the internal circumference and the length of the existing pipe. Allowance should be made for circumferential stretch during installation. The outside of the tube shall be marked along its full length at regular intervals not to exceed five (5) feet.

2.1.2 The resin used shall be a thermoset resin system that is compatible with the cured-in-place pipe installation. The resin shall be able to cure in the presence of water and the initiation temperature for cure shall be less than 180°F.

2.1.3 CIPP Field Samples - To verify physical properties, the Manufacturer shall submit a minimum of 15 test results from previous field installations of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified have been achieved in previous field applications.

2.1.4 The wall color of the interior pipe surface of the CIPP after installation shall be a light reflective color so that a clear detail examination may be made of the final product with closed circuit television inspection equipment or by man-entry.

### 2.2 RESIN SYSTEM

A vinyl ester resin system shall be used and shall meet the requirements of ASTM F1216. When cured the CIPP composite shall meet or exceed the design physical properties identified in para. 2.4.

### 2.3 CIPP PROPERTIES

At a minimum, the CIPP shall have the following physical properties:

PROPERTY	ASTM TEST METHOD	MIN. VALUE
Initial Flexural Modulus of Elasticity	D790	250,000 psi
Initial Flexural Strength	D790	4,500 psi
Initial Tensile Strength	D638	3,000 psi

### 2.4 STRUCTURAL REQUIREMENTS

The CIPP shall be designed as per ASTM F1216. Contractor shall submit minimum design thickness for each pipe segment and associated design calculations, based upon design parameters indicated below.

- A. The required structural CIPP wall thickness shall be based on the guidelines in the appendix of ASTM F1216-93 and with the design parameters and physical properties listed in this section.
- B. Design formula used shall be ASTM F1216-93. For fully deteriorated pipe use Equation X1.3 & X1.4 and for partially deteriorated pipe use Equation X1.1 & X1.2.
- C. Any layers of the tube that are not saturated with resin prior to insertion into the existing pipe shall not be included in the structural CIPP wall thickness.

### SITE SPECIFIC INFORMATION

1.	Design Condition (fully/partially deteriorated)	=	<u>partially deteriorated</u>
2.	Ovality (1 to 10%)	=	<u>1%</u>
3.	Soil Depth (from top of pipe)	=	<u>see reference drawings</u>
4.	Design Safety Factor (1.5 minimum)	=	<u>2</u>

### DESIGN PARAMETERS

## SAFETY PAYS

(To Be Filled In By Contractor)

- |    |  |   |          |
|----|--|---|----------|
| 1. | Flexural Strength D790 test  | = | _____psi |
| 2. | Enhancement Factor <sup>a</sup> K (max. 7)                                     | = | _____    |
| 3. | Short Term Flexural Modulus <sup>a</sup> (E) max 400,000                       | = | _____psi |
| 4. | Creep RETENTION Factor <sup>a</sup> (C <sub>L</sub> ) max. value 0.5           | = | _____    |
| 5. | Long Term Flexural Modulus <sup>b</sup> (E <sub>L</sub> ) = E x C <sub>L</sub> | = | _____psi |

a. As determined by TTC report #302 - Trenchless Technology Center, Louisiana Tech University "Long Term Structural Behavior of Pipeline Rehabilitation System" August 24, 1994 or other 10,000 hour, independent, third-party test, submitted with bid documents and as approved by the Contracting Officer.

b. For the external load design in Appendix X.1 of ASTM F1216, the long-term (time-corrected) flexural modulus of elasticity shall be determined by multiplying the design Initial Flexural Modulus of Elasticity (specified above in para. 2.3) by the Creep Retention Factor (C<sub>L</sub>). Referring to the TTC report in para. 1.1, the C<sub>L</sub> shall be the lesser of 50%, or the value of C<sub>L</sub> shown in Table 4-8 of that report, for the CIPP product being proposed for this project. In the event that the proposed product was not tested, a default creep retention factor C<sub>L</sub> of 40% shall be applied.

### PART 3 EXECUTION

#### 3.1 INSTALLATION

##### 3.1.1 Cleaning and Inspection

3.1.1.1 Prior to entering access areas such as manholes, and performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen must be undertaken in accordance with local, state, or federal safety regulations. Submit a MATERIAL SAFETY DATA SHEET for all chemicals and solvents used in the installation of the CIPP.

3.1.1.2 All internal debris should be removed from the original pipeline. Gravity pipes should be cleaned with hydraulically powered equipment, high-velocity jet cleaners, or mechanically powered equipment (see NASSCO Recommended Specifications for Sewer Collection System Rehabilitation). The Contractor shall be responsible for all debris removed from the pipe during the cleaning operation.

3.1.1.3 Inspection of pipelines should be performed by experienced personnel trained in locating breaks, obstacles, and service connections by closed-circuit television or man entry. The interior of the pipeline should be carefully inspected to determine the location of any conditions that may prevent proper installation of the impregnated tube, such as protruding service taps, collapsed or crushed pipe, and reductions in ovality of more than 10%. These conditions should be noted so that they can be corrected. A videotape and suitable log shall be kept for reference, a copy of this information shall be provided to the Contracting Officer.

3.1.1.4 The original pipeline should be clear of obstructions such as solids, dropped joints, protruding service connections, crushed or collapsed pipe, and reductions in ovality of more than 10% that will prevent the insertion of the resin impregnated tube. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment, then a point repair excavation should be made to uncover and remove or repair the obstruction. Such point repair shall be approved by the Contracting Officer and will be considered as a separate pay item.

##### 3.1.2 Resin Impregnation

3.1.2.1 The tube should be vacuum-impregnated with resin (wet-out) under controlled conditions. The volume of resin used should be sufficient to fill all voids in the tube material at nominal thickness and diameter. The volume should be adjusted by adding excess resin for the change in resin volume due to polymerization and to allow for any migration of

## **SAFETY PAYS**

resin into the cracks and joints in the original pipe. A roller system shall be used to uniformly distribute the resin throughout the tube.

3.1.2.2 The Contractor shall designate a location where the CIPP will be vacuum- impregnated prior to installation. The Contractor shall allow the Owner's representative to inspect the materials and procedures used to vacuum- impregnate the tube.

### **3.1.3 Bypassing**

If bypassing of the flow is required around the sections of pipe designated for reconstruction, the bypass should be made by plugging the line at a point upstream of the pipe to be reconstructed and pumping the flow to a downstream point or adjacent system. The pump and bypass lines should be of adequate capacity and size to handle the flow.

### **3.1.4 Installation of CIPP**

3.1.4.1 The wet out tube shall be inserted through an existing manhole or approved access point by means of an inversion process and the application of a hydrostatic head sufficient to extend it to the next designated manhole or termination point. Alternately, the tube can be pulled into place and expanded by a water inversion process with an inflation bladder.

3.1.4.2 Tube installation forces or pressures shall be limited so as not to stretch the tube longitudinally by more than 5% of the original length.

3.1.4.3 Before the installation begins, the tube manufacturer shall provide the minimum pressure required to hold the tube tight against the existing conduit, and the maximum allowable pressure so as not to damage the tube. Once the installation has started, the pressure shall be maintained between the minimum and maximum pressures until the installation has been completed.

3.1.4.4 The existing conduit shall be dewatered for any CIPP installation that does not use an inversion method to expand the tube against the pipe wall. For pull-in methods, a proofing section shall be pulled through the existing conduit prior to installation. The proofing section shall consist of the materials proposed for rehabilitation. The minimum length of the proofing section shall be 5% of the total line length and shall be of like diameter and thickness. If proofing section is damaged, point repairs shall be made to the existing conduit. The proofing process shall be repeated using a new proofing section to verify effective point repairs. Repeat proofing and point repair process until proofing results in no damage to proofing section. Installation of CIPP using pull-in methods can begin after successfully proofing the existing conduit.

3.1.4.5 The use of a lubricant during inversion is recommended to reduce friction. This lubricant should be poured into the water in the downtube or applied directly to the tube or inflation bladder. Lubricant shall not be used in process where impermeable coatings are perforated prior to tube installation. The lubricant used should be a nontoxic, oil-based product that has no detrimental effects on the tube or boiler and pump system, will not support the growth of bacteria, and will not adversely affect the fluid to be transported.

### **3.1.5 Curing**

3.1.5.1 After installation is completed, a suitable heat source and water recirculation equipment are required to circulate heated water throughout the pipe. The equipment should be capable of delivering hot water throughout the section to uniformly raise the water temperature above the temperature required to effect a cure of the resin. Water temperature in the line during the cure period should be as recommended by the resin manufacturer.

3.1.5.2 The heat source should be fitted with suitable monitors to gauge the temperature of the incoming and outgoing water supply. Another such gauge should be placed between the impregnated tube and the pipe invert at the termination to determine the temperatures during cure.

3.1.5.3 Initial cure will occur during temperature heat-up and is completed when exposed portions of the new pipe appear to be hard and sound and the remote temperature sensor indicates that the temperature is of a magnitude to realize an exotherm or cure in the resin. After initial cure is reached, the temperature should be raised to the post-cure

## **SAFETY PAYS**

temperature recommended by the resin manufacturer. The post-cure temperature should be held for a period as recommended by the resin manufacturer, during which time the recirculation of the water and cycling of the boiler to maintain the temperature continues. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of soil).

### **3.1.6 Cool-Down**

3.1.6.1 The CIPP should be cooled to a temperature below 100°F (38°C) before relieving the hydrostatic head. Cool-down may be accomplished by the introduction of cool water into the CIPP to replace water being drained from a small hole made in the downstream end. Care should be taken in the release of the static head so that a vacuum will not be developed that could damage the newly installed pipe.

### **3.1.7 Inflation Bladder Removal**

For pulled-in place installation techniques where the inflation bladder is designed to not bond to the CIPP, all portions of the bladder material must be removed from the CIPP.

### **3.1.8 Workmanship**

3.1.8.1 The finished pipe should be continuous over the entire length of an installation run and be free of dry spots, lifts, and delaminations. If these conditions are present, remove and replace the CIPP in these areas.

3.1.8.2 If the CIPP does not fit tightly against the original pipe at its termination point(s), the space between the pipes should be sealed by filling with a resin mixture compatible with the CIPP.

## **3.2 TESTING**

3.2.1 One CIPP sample shall be cut from a section of cured CIPP at an intermediate manhole or at the termination point that has been inverted through a like diameter pipe which has been held in place by a suitable heat sink, such as sandbags. (Note: In areas with limited space and larger diameter pipes, other sampling techniques may be required).

3.2.2 The sample should be large enough to provide a minimum of three specimens and a recommended five specimens for flexural testing and also for tensile testing, if applicable. The full CIPP sample wall thickness shall be tested, whenever possible. If the sample is irregular, distorted, or of such thickness that proper testing is inhibited, then the wall thickness shall be machined away from the inside pipe face of the sample only. Thus, the test specimen shall be cut from the outside pipe face of the CIPP sample. For specimens greater than 1/2 inch depth, the width-to-depth ratio of the specimen shall be increased to a minimum of 1:1 and shall not exceed 4:1. Test specimens shall be oriented on the testing machine with the interior surface of the CIPP in tension. The following test procedures should be followed after the sample is cured and removed.

Flexural (Bending) Properties - The initial tangent flexural modulus of elasticity and flexural stress should be measured for gravity and pressure pipe applications in accordance with Test Method D 790, Test Method I Procedure A, and should meet the requirements of Section XII and XIII.

Tensile Properties - The tensile strength should be measured for pressure pipe applications in accordance with Test Method D 638 and must meet the requirements of Section XII and XIII.

Gravity Pipe Leakage Testing - Leakage testing of the CIPP shall be conducted during cure while under hydrostatic pressure. For CIPP products in which the pipe wall is cured while not in direct contact with the pressurizing fluid, (e.g. a removable inflation bladder is used) the CIPP must be leakage tested in accordance with ASTM F1417.

Delamination Test - For pulled-in place CIPP products where the inflation bladder remains a permanent part of the finished CIPP product, a delamination test should be performed on each installation length. The sample shall be fabricated from material taken from the tube and the resin/catalyst system used and cured in a clamped mold placed in the downtube. A portion of the inflation bladder material in the sample should be dry and isolated from the resin in order to separate tube layers for testing. Delamination testing shall be in accordance with ASTM D 903 with the following exceptions:

## **SAFETY PAYS**

The rate of travel of the power-actuated grip shall be 1 in. /min.

Five test specimens shall be tested for each inversion specified.

The thickness of the test specimen shall be minimized but should be sufficient to adequately test delamination of nonhomogeneous CIPP layers.

The peel or stripping strength between any nonhomogeneous layers of the CIPP laminate should be a minimum of 10 lb/in. of width for typical CIPP applications.

### **3.3 INSPECTION AND ACCEPTANCE**

The installation may be inspected visually if appropriate, or by closed-circuit television if visual inspection cannot be accomplished. Variations from true line and grade may be inherent because of the conditions of the original piping. No infiltration of groundwater should be observed. All service entrances should be accounted for and be unobstructed.

### **3.4 CLEAN-UP**

Upon acceptance of the installation, the Installer shall reinstate, to original conditions, the project area affected by the operations.

**END OF SECTION**







# **SAFETY PAYS**

## **SECTION 02935**

### **TURF**

PART 1 GENERAL.....	02935-1
1.1 REFERENCES .....	02935-1
1.2 MEASUREMENT AND PAYMENT .....	02935-1
1.3 SUBMITTALS .....	02935-1
1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING.....	02935-2
PART 2 PRODUCTS .....	02935-3
2.1 MATERIALS.....	02935-3
PART 3 EXECUTION .....	02935-5
3.1 SEEDING TIMES AND CONDITIONS .....	02935-5
3.2 SITE PREPARATION .....	02935-5
3.3 SEEDING .....	02935-6
3.4 EROSION CONTROL.....	02935-7
3.5 APPLICATION OF PESTICIDE.....	02935-8
3.6 RESTORATION AND CLEAN UP.....	02935-8
3.6 PROTECTION OF TURFED AREAS.....	02935-8
3.7 TURF ESTABLISHMENT PERIOD .....	02935-8
3.8 FINAL ACCEPTANCE .....	02935-9
--End of Section--.....	02935-9



# **SAFETY PAYS**

## **SECTION 02935**

**TURF**  
**06/90**

### **PART 1 GENERAL**

#### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### **AGRICULTURAL MARKETING SERVICE (AMS)**

AMS-01 (Amended thru:Aug 1988) Federal Seed Act Regulations (Part 201-202)

##### **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM D 977 (1991) Emulsified Asphalt

ASTM D 2028 (1976; R 1992) Cutback Asphalt (Rapid-Curing Type)

##### **COMMERCIAL ITEM DESCRIPTIONS (CID)**

CID A-A-1909(Basic; Notice 1) Fertilizer

#### **1.2 MEASUREMENT AND PAYMENT**

No separate payment will be made for the work covered under this section and all costs in connection herewith shall be included in the applicable contract price for the item to which the work pertains.

#### **1.3 SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Manufacturer's Literature; FIO.

Manufacturer's literature discussing physical characteristics, application and installation instructions for erosion control material, and for chemical treatment material.

SD-07 Schedules

Equipment List; FIO.

A list of proposed pesticide application, seeding and mulching equipment to be used in performance of turfing operation, including descriptive data and calibration tests.

SD-08 Statements

Delivery; FIO.

## **SAFETY PAYS**

Delivery schedule, at least 10 days prior to the intended date of the first delivery.

Application of Pesticide; FIO.

Pesticide treatment plan with proposed sequence of pesticide treatment work. The pesticide trade name, chemical composition, formulation, concentration, application rate of active ingredients and method of application for all materials; and the name and state license number of the state certified applicator shall be included.

Maintenance Report; FIO.

Written record of maintenance work performed.

Turf Establishment Period; FIO.

Written calendar time period for the turf establishment period. When there is more than one turf establishment period, the boundaries of the turfed area covered for each period shall be described.

SD-13 Certificates

Certificates of compliance certifying that materials meet the requirements specified, prior to the delivery of materials. Certified copies of the reports for the following materials shall be included:

Seed; FIO.

For mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested and state certification.

Fertilizer; FIO.

For chemical analysis, composition percent.

Agricultural Limestone; FIO.

For calcium carbonate equivalent and sieve analysis.

Asphalt Adhesive; FIO.

For compliance with ASTM D 977 and ASTM D 2028.

Topsoil; FIO.

For pH, particle size, chemical analysis and mechanical analysis.

### **1.4 DELIVERY, INSPECTION, STORAGE, AND HANDLING**

#### **1.4.1 Delivery**

##### **1.4.1.1 Topsoil**

A soil test shall be provided for topsoil delivered to the site.

##### **1.4.1.2 Soil Amendments**

## **SAFETY PAYS**

Soil amendments shall be delivered to the site in the original, unopened containers bearing the manufacturer's chemical analysis. In lieu of containers, soil amendments may be furnished in bulk. A chemical analysis shall be provided for bulk deliveries.

### **1.4.1.3 Pesticide**

Pesticide material shall be delivered to the site in the original, unopened containers bearing legible labels indicating the Environmental Protection Agency (EPA) registration number and the manufacturer's registered uses.

### **1.4.2 Inspection**

Seed shall be inspected upon arrival at the job site by the Contracting Officer for conformity to type and quality in accordance with paragraph MATERIALS. Other materials shall be inspected for meeting specified requirements and unacceptable materials shall be removed from the job site.

### **1.4.3 Storage**

Materials shall be stored in areas designated by the Contracting Officer. Seed, lime and fertilizer shall be stored in cool, dry locations away from contaminants. Chemical treatment materials shall not be stored with other landscape materials.

### **1.4.4 Handling**

#### **1.4.4.1 Materials**

Except for bulk deliveries, materials shall not be dropped or dumped from vehicles.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

#### **2.1.1 Seed**

##### **2.1.1.1 Seed Classification**

State-certified seed of the latest season's crop shall be provided in original sealed packages bearing the producer's guaranteed analysis for percentages of mixture, purity, germination, hard seed, weed seed content, and inert material. Labels shall be in conformance with AMS-01 and applicable state seed laws.

##### **2.1.1.2 Seed Mixtures**

Seed mixtures to be placed are as follows:

INDOT Seed Mixture D - Place on all disturbed earth areas near the inlet and outlet channels of the pipes to be sliplined.

INDOT Seed Mixture R - Place on all other disturbed earth areas not seeded with Mixture D.

##### **2.1.1.3 Quality**

Weed seed shall not exceed 1 percent by weight of the total mixture. Wet, moldy, or otherwise damaged seed shall be rejected.

#### **2.1.2 Soil Amendments**

## **SAFETY PAYS**

Soil amendments shall consist of lime, fertilizer, organic soil amendments and soil conditioners meeting the following requirements.

### **2.1.2.1 Lime**

Lime shall be agricultural limestone and shall have a minimum calcium carbonate equivalent of 90 percent and shall be ground to such a fineness that at least 90 percent will pass a 10-mesh sieve and at least 50 percent will pass a 60-mesh sieve.

### **2.1.2.2 Fertilizer**

Fertilizer shall be commercial grade, free flowing, uniform in composition and conforming to CID A-A-1909.

Granular Fertilizer: Consists of nitrogen-phosphorus-potassium ratio: 12 percent nitrogen, 12 percent phosphorus, and 12 percent potassium.

### **2.1.2.3 Organic Soil Amendments**

a. Topsoil: The existing surface soil shall be stripped and stockpiled on the site. When required beyond that available from stripping, the topsoil shall be delivered. Topsoil shall be compacted by one pass of a cultipacker, roller, or other approved equipment weighing 100 to 160 pounds per linear foot of roller.

b. Sand: Clean, free of toxic materials; 95 percent by weight shall pass a No. 10 sieve and 10 percent by weight shall pass a No. 16 sieve.

### **2.1.2.4 Soil Conditioner**

Soil conditioner shall be for single use or in combination to meet requirements for topsoil. Gypsum shall be commercially packaged, free flowing, minimum 95 percent calcium sulfate by volume.

### **2.1.3 Mulch**

Mulch shall be free from weeds, mold, and other deleterious materials.

#### **2.1.3.1 Straw**

Straw shall be stalks from oats, wheat, rye, barley, or rice furnished in air-dry condition and with a consistency for placing with commercial mulch-blowing equipment.

### **2.1.4 Asphalt Adhesive**

Asphalt adhesive shall conform to the following:

#### **2.1.4.1 Emulsified Asphalt**

Conforming to ASTM D 977, Grade SS-1.

#### **2.1.4.2 Cutback Asphalt**

Conforming to ASTM D 2028, designation RC-70.

### **2.1.5 Water**

Water shall not contain elements toxic to plant life.



## **SAFETY PAYS**

### **2.1.6 Pesticide**

The pesticide material shall be EPA registered and approved.

### **2.1.7 Erosion Control Material**

Soil erosion control shall conform to the following:

#### **2.1.7.1 Soil Erosion Control Blanket**

Machine produced mat of wood excelsior formed from a web of interlocking wood fibers, covered on one side with either knitted straw blanket-like mat construction, covered with biodegradable plastic mesh, or interwoven biodegradable thread, plastic netting or twisted kraft paper cord netting.

#### **2.1.7.2 Soil Erosion Control Fabric**

Knitted construction of polypropylene yarn with uniform mesh openings 3/4 to 1 inch square with strips of biodegradable paper. Filler paper strips shall last 6 to 8 months.

#### **2.1.7.3 Soil Erosion Control Net**

Heavy, twisted jute mesh weighing approximately 1.22 pounds per linear yard and 4 feet wide with mesh openings of approximately 1 inch square.

## **PART 3 EXECUTION**

### **3.1 SEEDING TIMES AND CONDITIONS**

#### **3.1.1 Seeding Time**

Seed shall be sown from March 15 to May 15 for spring planting and from September 15 to November 15 for fall planting.

#### **3.1.2 Turfing Conditions**

Turf operations shall be performed only during periods when beneficial results can be obtained. When drought, excessive moisture or other unsatisfactory conditions prevail, the work shall be stopped when directed. When special conditions warrant a variance to the turf operations, proposed times shall be submitted to and approved by the Contracting Officer.

### **3.2 SITE PREPARATION**

#### **3.2.1 Grading**

The Contracting Officer shall verify that finished grades are as indicated on drawings, and the placing of topsoil and the smooth grading has been completed.

#### **3.2.2 Application of Soil Amendments**

##### **3.2.2.1 Soil Test**

A soil test for additional soils shall be performed for pH, chemical analysis and mechanical analysis to establish the quantities and type of soil amendments required to meet local growing conditions for the type and variety of turf specified.

## **SAFETY PAYS**

### **3.2.2.2 Lime**

Lime shall be applied at the rate recommended by the soil test. Lime shall be incorporated into the soil to a minimum depth of 4 inches or may be incorporated as part of the tillage operation.

### **3.2.2.3 Fertilizer**

Fertilizer shall be applied at the rate recommended by the soil test. Fertilizer shall be incorporated into the soil to a minimum depth of 4 inches and may be incorporated as part of the tillage or hydroseeding operation.

### **3.2.2.4 Soil Conditioner**

Soil Conditioner shall be spread uniformly over the soil and thoroughly incorporated by tillage into the soil to a minimum depth of 4 inches.

## **3.2.3 Tillage**

### **3.2.3.1 Minimum Depth**

Soil on slopes gentler than 3-horizontal-to-1-vertical shall be tilled to a minimum depth of 4 inches. On slopes between 3-horizontal-to-1-vertical and 1-horizontal-to-1 vertical, the soil shall be tilled to a minimum depth of 2 inches by scarifying with heavy rakes, or other method. Rototillers shall be used where soil conditions and length of slope permit. On slopes 1-horizontal-to-1 vertical and steeper, no tillage is required.

## **3.2.4 Finished Grading**

### **3.2.4.1 Preparation**

Turf areas shall be filled as needed or have surplus soil removed to attain the finished grade. Drainage patterns shall be maintained as indicated on drawings. Turf areas compacted by construction operations shall be completely pulverized by tillage. Soil used for repair of erosion or grade deficiencies shall conform to topsoil requirements.

### **3.2.4.2 Area Debris**

Areas shall have debris and stones larger than 1 inch in any dimension removed from the surface.

### **3.2.4.3 Protection**

Finished graded areas shall be protected from damage by vehicular or pedestrian traffic and erosion.

## **3.3 SEEDING**

### **3.3.1 General**

Prior to seeding, any previously prepared seedbed areas compacted or damaged by interim rain, traffic or other cause, shall be reworked to restore the ground condition previously specified. Seeding operations shall not take place when the wind velocity will prevent uniform seed distribution.

### **3.3.2 Applying Seed**

#### **3.3.2.1 Broadcast Seeding**

Seed shall be uniformly broadcast at the rate of 4 pounds per 1000 square feet using broadcast seeders. Half of seed shall be broadcast in one direction, and the remainder at right angles to the first direction. Seed shall be covered to an average depth of 1/4 inch by raking, dragging, or other approved device.

## **SAFETY PAYS**

### **3.3.2.2 Rolling**

Immediately after seeding, except for slopes 3-horizontal-to-1 vertical and greater, the entire area shall be firmed with a roller not exceeding 90 pounds for each foot of roller width. Areas seeded with seed drills equipped with rollers shall not be rolled.

### **3.3.3 Hydroseeding**

Seed and fertilizer shall be added to water and thoroughly mixed at the rates specified. Slurry shall be uniformly applied under pressure over the entire area. The hydroseeded area shall not be rolled.

### **3.3.4 Mulch**

#### **3.3.4.1 Straw**

Straw shall be spread uniformly at the rate of 2 tons per acre. Mulch shall be spread by hand, blower-type mulch spreader or other approved method. Mulching shall be started on the windward side of relatively flat areas or on the upper part of a steep slope and continued uniformly until the area is covered. The mulch shall not be bunched. All seeded areas shall be mulched on the same day as the seeding.

#### **3.3.4.2 Asphalt Adhesive Tackifier**

When asphalt adhesive is applied to the in-place mulch, spraying shall be at the rate of between 10 to 13 gallons per 1000 square feet.

#### **3.3.4.3 Non-Asphaltic Tackifier**

Hydrophilic colloid shall be applied at rate recommended by manufacturer. Apply with hydraulic equipment suitable for mixing and applying uniform mixture of tackifier.

#### **3.3.4.4 Spreading Asphalt Adhesive Coated Mulch**

Straw shall be spread simultaneously with asphalt adhesive at the rate of 2 tons per acre by using power mulch equipment which shall be equipped with suitable asphalt pump and nozzle. The adhesive-coated mulch shall be applied evenly over the surface. Sunlight shall not be completely excluded from penetration to the ground surface.

### **3.3.5 Water**

Watering shall be started within 7 days after completing the seeded area. Water shall be applied at a rate sufficient to ensure moist soil conditions to a minimum depth of 1 inch. Run-off and puddling shall be prevented.

## **3.4 EROSION CONTROL**

### **3.4.1 Erosion Control Material**

Erosion control material, where indicated or required, shall be installed in accordance with manufacturer's instructions. Placement of the erosion control material shall be accomplished without damage to installed material or without deviation to finished grade.

### **3.4.2 Temporary Turf Cover**

#### **3.4.2.1 General**

## **SAFETY PAYS**

When there are contract delays in the turfing operation or a quick cover is required to prevent erosion, the areas designated for turf shall be seeded with a temporary seed as directed by the Contracting Officer.

### **3.4.2.2 Application**

When no other turfing materials have been applied, the quantity of one half of the required soil amendments shall be applied and the area tilled in accordance with paragraph SITE PREPARATION. Seed shall be uniformly broadcast and applied at the rate of 4 pounds per 1000 square feet. The area shall be watered as required.

## **3.5 APPLICATION OF PESTICIDE**

When pesticide becomes necessary to remove a pest or disease, a state- certified applicator shall apply required pesticides in accordance with EPA label restrictions and recommendations. Hydraulic equipment shall be provided for the liquid application of pesticides with a leak-proof tank, positive agitation methods, controlled application pressure and metering gauges. A pesticide plan shall be provided to the Contracting Officer as stated in paragraph SUBMITTALS.

## **3.6 RESTORATION AND CLEAN UP**

### **3.6.1 Restoration**

Existing turf areas, pavements and facilities that have been damaged from the turfing operation shall be restored to original condition at Contractor's expense.

### **3.6.2 Clean Up**

Excess and waste material shall be removed from the planting operation and shall be disposed of off the site. Adjacent paved areas shall be cleaned.

## **3.6 PROTECTION OF TURFED AREAS**

Immediately after turfing, the area shall be protected against traffic or other use by erecting barricades and providing signage as required, or as directed by the Contracting Officer.

## **3.7 TURF ESTABLISHMENT PERIOD**

### **3.7.1 Commencement**

The Turf Establishment Period for establishing a healthy stand of turf shall begin on the first day of work under this contract and shall end three (3) months after the last day of turfing operations required by this contract. Written calendar time period shall be furnished to the Contracting Officer for the Turf Establishment Period. When there is more than one turf establishment period, describe the boundaries of the turfed area covered for each period.

### **3.7.2 Satisfactory Stand of Turf**

#### **3.7.2.1 Seeded Area**

- a. Field Area: A satisfactory stand of turf from the seeding operation for a field area is defined as a minimum of 15 grass plants per square foot. The total bare spots shall not exceed 2 percent of the total seeded area.

### **3.7.3 Maintenance During Establishment Period**

#### **3.7.3.1 General**

## **SAFETY PAYS**

Maintenance of the turfed areas shall include eradicating weeds, eradicating insects and diseases, protecting embankments and ditches from erosion, maintaining erosion control materials and mulch, protecting turfed areas from traffic, mowing, watering, and post-fertilization.

### **3.7.3.2 Mowing**

- a. Field Areas: Field areas shall be mowed once during the season to a minimum height of 4 inches.

### **3.7.3.3 Watering**

Watering shall be at intervals to obtain a moist soil condition to a minimum depth of 1 inch. Frequency of watering and quantity of water shall be adjusted in accordance with the growth of the turf. Run-off, puddling and wilting shall be prevented.

### **3.7.3.4 Pesticide**

Treatment for disease or pest shall be in accordance with paragraph APPLICATION OF PESTICIDE.

### **3.7.3.5 Repair**

The Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall also be repaired or replaced as required.

## **3.8 FINAL ACCEPTANCE**

### **3.8.1 Preliminary Inspection**

Prior to the completion of the Turf Establishment Period, a preliminary inspection shall be held by the Contracting Officer. Time for the inspection shall be established in writing. The acceptability of the turf in accordance with the Turf Establishment Period shall be determined. An unacceptable stand of turf shall be repaired as soon as turfing conditions permit.

### **3.8.2 Final Inspection**

A final inspection shall be held by the Contracting Officer to determine that deficiencies noted in the preliminary inspection have been corrected. Time for the inspection shall be established in writing.

--End of Section--





# **SAFETY PAYS**

## **SECTION 03150**

### **EXPANSION, CONTRACTION AND CONSTRUCTION JOINTS IN CONCRETE**

PART 1 GENERAL.....	03150-1
1.1 REFERENCES .....	03150-1
1.2 PAYMENT .....	03150-1
1.3 SUBMITTALS .....	03150-2
PART 2 PRODUCTS .....	03150-2
2.1 MATERIALS.....	03150-2
2.2 TESTS, INSPECTIONS, AND VERIFICATIONS.....	03150-3
PART 3 EXECUTION .....	03150-3
3.1 INSTALLATION .....	03150-4
--End of Section--.....	03150-5





# **SAFETY PAYS**

## **SECTION 03150**

### **EXPANSION, CONTRACTION AND CONSTRUCTION JOINTS IN CONCRETE**

04/93

#### **PART 1 GENERAL**

##### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM A 109	(1993) Steel, Strip, Carbon, Cold-Rolled
ASTM A 109M	(1991) Steel, Strip, Carbon, Cold-Rolled (Metric)
ASTM A 167	(1996) Stainless and Heat-Resisting Chromium-Nickel Steel Plate, Sheet, and Strip
ASTM A 570/A 570M	(1995) Steel, Sheet and Strip, Carbon, Hot-Rolled, Structural Quality
ASTM B 152	(1994) Copper Sheet, Strip, Plate, and Rolled Bar
ASTM B 152M	(1995) Copper Sheet, Strip, Plate, and Rolled Bar (Metric)
ASTM C 920	(1995) Elastomeric Joint Sealants
ASTM D 1751	(1983; R 1991) Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D 1752	(1984; R 1996) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM D 2628	(1991) Preformed Polychloroprene Elastomeric Joint Seals for Concrete Pavements
ASTM D 2835	(1989; R 1993) Lubricant for Installation of Preformed Compression Seals in Concrete Pavements

##### **AMERICAN SOCIETY OF MECHANICAL ENGINEERS (ASME)**

ASME BPV IX	(1995) Boiler and Pressure Vessel Code; Section IX, Welding and Brazing Qualifications
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##### **CORPS OF ENGINEERS (COE)**

COE CRD-C 513	(1974) Corps of Engineers Specifications for Rubber Waterstops
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop

##### **1.2 PAYMENT**

## **SAFETY PAYS**

No separate payment will be made for any of the work covered in this section. All items of work in this section are considered incidental to the pay item to which they pertain – “Concrete Wall Repair”.

### **1.3 SUBMITTALS**

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

#### **SD-08 Statements**

Splicing Waterstops; GA.

Procedures for splicing waterstops shall be submitted.

#### **SD-09 Reports**

Premolded Expansion Joint Filler Strips; FIO.

Compression Seals and Lubricant; FIO.

Metallic Waterstops; FIO.

Certified manufacturer's test reports shall be provided for premolded expansion joint filler strips, compression seals and lubricant, and metallic waterstops to verify compliance with applicable specification.

#### **SD-14 Samples**

Waterstops; FIO.

Waterstop materials for repair of damaged waterstops shall be submitted for inspection and testing and shall be identified to indicate manufacturer, type of material, size and quantity of material and shipment represented. Each materials sample shall be a piece not less than 12 inches long.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

#### **2.1.1 Premolded Expansion Joint Filler Strips**

Premolded expansion joint filler strips shall conform to ASTM D 1751 or ASTM D 1752, Type I, or resin impregnated fiberboard conforming to the physical requirements of ASTM D 1752.

#### **2.1.2 Joint Seals and Sealants**

##### **2.1.2.1 Field Molded Sealants and Primer**

Field molded sealants and primer shall conform to ASTM C 920, Type M, Grade NS, Class 25, use NT for vertical joints and Type M, Grade P, Class 25, use T for horizontal joints. Bond breaker material shall be polyethylene tape, coated paper, metal foil or similar type materials. The back-up material shall be compressible, nonshrink, nonreactive with sealant, and nonabsorptive material type such as extruded butyl or polychloroprene foam rubber.

##### **2.1.2.2 Compression Seals and Lubricant**

Compression seals shall conform to ASTM D 2628; lubricant for installation shall conform to ASTM D 2835.

## **SAFETY PAYS**

### **2.1.3 Waterstops**

#### **2.1.3.1 Non-Metallic Waterstops**

Rubber waterstops shall conform to COE CRD-C 513. Polyvinylchloride waterstops shall conform to COE CRD-C 572.

#### **2.1.3.2 Metallic Waterstops**

a. Flexible Metal Waterstops - Copper waterstops shall conform to ASTM B 152M/ASTM B 152, temper soft annealed, 20 oz weight sheet. Stainless steel waterstops shall conform to ASTM A 167, Type 304L, No. 1 Finish or equivalent, annealed, 0.0375 inch (20 Gage) strip.

b. Flat Steel Waterstops - Not Allowed

## **2.2 TESTS, INSPECTIONS, AND VERIFICATIONS**

### **2.2.1 Materials Tests**

#### **2.2.1.1 Field-Molded Sealants**

Samples of sealant and primer, when use of primer is recommended by the manufacturer, as required in paragraph FIELD MOLDED SEALANTS AND PRIMER, shall be approved by the Corps of Engineers testing lab at the Engineers Waterways Experiment Station.

#### **2.2.1.2 Non-Metallic Waterstops**

Samples of materials and splices as required in paragraph WATERSTOPS shall be visually inspected and shall be compliance with COE CRD-C 513 or COE CRD-C 572 as applicable.

### **2.2.2 Splicing Waterstops**

#### **2.2.2.1 Procedure and Performance Qualifications**

Procedure and performance qualifications for splicing waterstops shall be demonstrated in the presence of the Contracting Officer.

#### **2.2.2.2 Non-Metallic Waterstops**

Procedure and performance qualifications for splicing non-metallic waterstops shall be demonstrated by the manufacturer at the factory and the Contractor at the job site by each making a spliced samples of each size and type of finished waterstop.

#### **2.2.2.3 Metal Waterstops**

Procedure and performance qualifications for splicing metal waterstops shall be demonstrated at the job site by the Contractor. The brazing procedure, brazers and brazing operators for splicing copper waterstops shall be qualified in accordance with Part QB (Brazing), Article XI (Brazing, General Requirements), paragraph QB-170 (Peel Tests) and other applicable requirements of Articles XI, XII, and XIII of ASME BPV IX. The welding procedure and welders for splicing stainless steel waterstops shall be qualified in accordance with the manufacturer's recommendations.

## **PART 3 EXECUTION**

## **SAFETY PAYS**

### **3.1 INSTALLATION**

Joint locations and details, including materials and methods of installation of joint fillers and waterstops, shall be as specified, as shown, and as directed. In no case shall any fixed metal be continuous through an expansion or contraction joint.

#### **3.1.1 Expansion Joints**

Premolded filler strips shall have oiled wood strips secured to the top thereof and shall be accurately positioned and secured against displacement to clean, smooth concrete surfaces. The wood strips shall be slightly tapered, dressed and of the size required to install filler strips at the desired level below the finished concrete surface and to form the groove for the joint sealant or seals to the size shown. Material used to secure premolded fillers and wood strips to concrete shall not harm the concrete and shall be compatible with the joint sealant or seals. The wood strips shall not be removed until after the concrete curing period. The groove shall be thoroughly cleaned of all laitance, curing compound, foreign materials, protrusions of hardened concrete and any dust which shall be blown out of the groove with oil-free compressed air.

##### **3.1.1.1 Joints With Field-Molded Sealant**

Joints shall not be sealed when the sealant, air or concrete temperature is less than 40 degrees F. Immediately prior to installation of field molded sealants, the joint shall be cleaned of all debris and further cleaned using water, chemical solvents or other means as recommended by the sealant manufacturer. The joints shall be dry prior to filling with sealant. Bond breaker and back-up material shall be installed where required. Joints shall be primed and filled flush with joint sealant in accordance with the manufacturer's recommendations.

##### **3.1.1.2 Joints With Preformed Compression Seals**

The joint seals shall be installed with equipment which shall be capable of installing joint seals to the prescribed depth without cutting, nicking, twisting, or otherwise distorting or damaging the seal and with no more than five percent stretching of the seal. The sides of the joint and, if necessary, the sides of the compression seal shall be covered with a coating of lubricant, and the seal shall be installed to the depth indicated with joint installation equipment. Butt joints shall be coated with liberal applications of lubricant.

#### **3.1.2 Contraction Joints**

Joints requiring a bond breaker shall be coated with curing compound or with bituminous paint. Waterstops shall be protected during application of bond breaking material to prevent them from being coated.

#### **3.1.3 Waterstops**

Waterstops shall be carefully and correctly positioned during installation to eliminate faulty installation that may result in joint leakage. The bottom of each waterstop shall be overlapped a minimum of 3 inches over good existing waterstops. All waterstops shall be installed so as to form a continuous watertight diaphragm in each joint. Adequate provision shall be made to support and protect the waterstops during the progress of work. Any waterstop punctured or damaged shall be replaced or repaired at the Contractor's expense. The concrete shall be thoroughly consolidated in the vicinity of the waterstop. Suitable guards shall be provided to protect exposed projecting edges and ends of partially embedded waterstops from damage when concrete placement has been discontinued.

##### **3.1.3.1 Splices**

Joints in waterstops shall be spliced together by qualified splicers using the approved splicing procedures to form a continuous watertight diaphragm. Splices shall be as followed:

- a. Non-Metallic Waterstops - All splices shall be made on a bench in a temporary shop provided at the site of the installation or at the manufacturer's plant. A miter guide and portable power saw shall be used to cut the ends to be

## **SAFETY PAYS**

joined to insure good alignment and contact between joined surfaces. Continuity of the characteristic features of the cross section of the waterstop (ribs, tabular center axis, protrusions and the like) shall be maintained across the splice.

b. Rubber Waterstops - Splices shall be vulcanized in accordance with the approved procedure.

c. Polyvinylchloride Waterstops - Splices shall be made by heat sealing the adjacent surfaces in accordance with the approved procedure. A thermostatically controlled electrical heat source shall be used to make all splices. The correct temperature at which splices should be made will differ with the material concerned but the applied heat should be sufficient to melt but not char the plastic. Waterstops shall be reformed at splices with a remolding iron with ribs or corrugations to match the pattern of the waterstop. The spliced area, when cooled and bent by hand in as sharp an angle as possible, shall show no sign of separation.

d. Flexible Metal Waterstop - Splices in copper shall be lap joints made by the approved brazing procedure. Splices in stainless steel shall be made by the approved welding procedure. Damaged waterstops shall be repaired by removing damaged portions and patching. Patches shall overlap a minimum of 1 inch onto undamaged portion of the waterstop.

--End of Section--







# **SAFETY PAYS**

## **SECTION 03307**

### **CONCRETE FOR MINOR STRUCTURES**

PART 1 GENERAL.....	03307-1
1.1 REFERENCES.....	03307-1
1.2 MEASUREMENT AND PAYMENT .....	03307-2
1.3 DESIGN AND PERFORMANCE REQUIREMENTS .....	03307-3
1.4 SUBMITTALS .....	03307-3
PART 2 PRODUCTS.....	03307-4
2.1 MATERIALS .....	03307-4
PART 3 EXECUTION.....	03307-6
3.1 PREPARATION.....	03307-6
3.2 CONVEYING AND PLACING CONCRETE .....	03307-7
3.3 FINISHING .....	03307-7
3.4 CURING AND PROTECTION .....	03307-8
3.5 TESTS AND INSPECTIONS.....	03307-9
--End of Section--.....	03307-10



# **SAFETY PAYS**

## SECTION 03307

### CONCRETE FOR MINOR STRUCTURES

12/92

#### PART 1 GENERAL

##### 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### ACI INTERNATIONAL (ACI)

ACI 308	(1992) Standard Practice for Curing Concrete
ACI 318/318R	(1992) Building Code Requirements for Reinforced Concrete
ACI 318M/318RM	(1992) Building Code Requirements for Reinforced Concrete (Metric)
ACI 347R	(1994) Formwork for Concrete

##### AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	(1994) Steel Welded Wire Fabric, Plain, for Concrete Reinforcement
ASTM A 615/A 615M	(1995a) Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM C 31	(1991) Making and Curing Concrete Test Specimens in the Field
ASTM C 33	(1993) Concrete Aggregate
ASTM C 39	(1993) Compressive Strength of Cylindrical Concrete Specimens
ASTM C 94	(1994) Ready-Mixed Concrete
ASTM C 143	(1990a) Slump of Hydraulic Cement Concrete
ASTM C 150	(1995) Portland Cement
ASTM C 171	(1992) Sheet Materials for Curing Concrete
ASTM C 172	(1990) Sampling Freshly Mixed Concrete
ASTM C 231	(1991b) Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C 260	(1994) Air-Entraining Admixtures for Concrete
ASTM C 309	(1994) Liquid Membrane-Forming Compounds for Curing Concrete
ASTM C 494	(1992) Chemical Admixtures for Concrete

## **SAFETY PAYS**

ASTM C 595	(1994a) Blended Hydraulic Cements
ASTM C 595M	(1995) Blended Hydraulic Cements (Metric)
ASTM C 618	(1994a) Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete
ASTM C 685	(1994) Concrete Made by Volumetric Batching and Continuous Mixing
ASTM C 920	(1994) Elastomeric Joint Sealants
ASTM D 75	(1987; R 1992) Sampling Aggregates
ASTM D 98	(1993) Calcium Chloride
ASTM D 1752	(1984; R 1992) Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction
ASTM E 96	(1995) Water Vapor Transmission of Materials

### **CORPS OF ENGINEERS (COE)**

COE CRD-C 400	(1963) Requirements for Water for Use in Mixing or Curing Concrete
COE CRD-C 572	(1974) Corps of Engineers Specifications for Polyvinylchloride Waterstop
COE CRD-C 506	(1972) Sealing Compound: Elastomeric Type, Multi-Component (for Caulking, Sealing, and Glazing in Buildings and Other Structures)

## **1.2 MEASUREMENT AND PAYMENT**

### **1.2.1 Concrete**

#### **1.2.1.1 Measurement**

Concrete will be measured for payment on the basis of the actual cubic yards of concrete installed and accepted, based on neat line measurements and calculations.

#### **1.2.1.2 Payment**

Payment shall be made for the concrete wall repair at the contract unit price per cubic yard of concrete. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the repair. All costs associated with furnishing, delivering, forming, placing, finishing, and curing of concrete shall be included. All costs associated with the concrete face and cap for the wall are considered incidental to the bid item "Concrete Wall Repair".

### **PAY ITEM**

Concrete Wall Repair

### **PAY UNIT**

CY

## **SAFETY PAYS**

### **1.3 DESIGN AND PERFORMANCE REQUIREMENTS**

The Government will maintain the option to sample and test joint sealer, joint filler material, waterstop, aggregates and concrete to determine compliance with the specifications. The Contractor shall provide facilities and labor as may be necessary to assist the Government in procurement of representative test samples. Samples of aggregates will be obtained at the point of batching in accordance with ASTM D 75. Concrete will be sampled in accordance with ASTM C 172. Slump and air content will be determined in accordance with ASTM C 143 and ASTM C 231, respectively, when cylinders are molded. Compression test specimens will be made, cured, and transported in accordance with ASTM C 31. Compression test specimens will be tested in accordance with ASTM C 39. Samples for strength tests will be taken at the initial placing. A minimum of three specimens will be made; two will be tested at 28 days (90 days if pozzolan is used) for acceptance, and one will be tested at 7 days for information.

#### **1.3.1 Strength**

Acceptance test results will be the average strengths of two specimens tested at 28 days (90 days if pozzolan is used). The strength of the concrete will be considered satisfactory so long as the average of three consecutive acceptance test results equal or exceed the specified compressive strength,  $f'_c$ (5000 psi), and no individual acceptance test result falls below  $f'_c$  by more than 500 psi.

#### **1.3.2 Construction Tolerances**

Class finishes shall be as specified in ACI 347R.

#### **1.3.3 Concrete Mixture Proportions**

Concrete mixture proportions shall be the responsibility of the Contractor. Mixture proportions shall include the dry weights of cementitious material(s); the nominal maximum size of the coarse aggregate; the specific gravities, absorptions, and saturated surface-dry weights of fine and coarse aggregates; the quantities, types, and names of admixtures; and quantity of water per cubic yard of concrete. The volume of fine aggregates and coarse aggregates shall be basically equal. All materials included in the mixture proportions shall be of the same type and from the same source as will be used on the project. Specified compressive strength  $f'_c$  shall be 5,000 psi for repair concrete at 28 days (90 days if pozzolan is used). The maximum nominal size coarse aggregate shall be 3/8 inch, in accordance with ACI 318/318R. The air content shall be between 5.5 and 7.5 percent. The slump shall be between 2 +/- 1 inches. The maximum water cement ratio shall be 0.40.

### **1.4 SUBMITTALS**

Government approval is required for all submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Air-Entraining Admixture; FIO.

Accelerating Admixture; FIO.

Water-Reducing or Retarding Admixture; FIO.

Curing Materials; FIO.

Reinforcing Steel; FIO.

## **SAFETY PAYS**

Expansion Joint Filler Strips, Premolded; FIO.

Joint Sealants - Field Molded Sealants; FIO.

Waterstops; FIO.

Manufacturer's literature is available from suppliers which demonstrates compliance with applicable specifications for the above materials.

SD-08 Statements

Formwork; FIO.

Formwork design, if used, shall be submitted prior to the first concrete placement.

SD-09 Reports

Aggregates; FIO.

Aggregates will be accepted on the basis of certificates of compliance and test reports that show the material(s) meets the quality and grading requirements of the specifications under which it is furnished.

Concrete Mixture Proportions; FIO.

Ten days prior to placement of concrete, the contractor shall submit the mixture proportions that will produce concrete of the quality required. Applicable test reports shall be submitted to verify that the concrete mixture proportions selected will produce concrete of the quality specified.

SD-13 Certificates

Cementitious Materials; FIO.

Certificates of compliance attesting that the concrete materials meet the requirements of the specifications shall be submitted in accordance with the Special Clause "CERTIFICATES OF COMPLIANCE". Cementitious material will be accepted on the basis of a manufacturer's certificate of compliance, accompanied by mill test reports that the material(s) meet the requirements of the specification under which it is furnished.

Aggregates; FIO.

Aggregates will be accepted on the basis of certificates of compliance and tests reports that show the material(s) meet the quality and grading requirements of the specifications under which it is furnished.

## **PART 2 PRODUCTS**

### **2.1 MATERIALS**

#### **2.1.1 Cementitious Materials**

Cementitious materials shall conform to the appropriate specifications listed:

##### **2.1.1.1 Portland Cement**

ASTM C 150, Type IA, IIA, IIIA, except that the tricalcium aluminate of the Type IIIA cement shall be limited to 5 percent.

## **SAFETY PAYS**

### **2.1.1.2 Blended Hydraulic Cement**

ASTM C 595, Type IS-A, IP-A, P-A, I-A with Table 2 mortar expansion limits.

### **2.1.1.3 Pozzolan**

Pozzolan shall conform to ASTM C 618, Class C or F, including requirements of Tables 1A and 2A.

### **2.1.2 Aggregates**

Aggregates shall meet the quality and grading requirements of ASTM C 33 Class Designations 4M or better or state highway department specification in accordance with paragraph REGULATORY REQUIREMENTS.

### **2.1.3 Admixtures**

Admixtures to be used, when required or approved, shall comply with the appropriate specification listed. Chemical admixtures that have been in storage at the project site for longer than 6 months or that have been subjected to freezing shall be retested at the expense of the contractor at the request of the Contracting Officer and shall be rejected if test results are not satisfactory.

#### **2.1.3.1 Air-Entraining Admixture**

Air-entraining admixture shall meet the requirements of ASTM C 260.

#### **2.1.3.2 Accelerating Admixture**

Accelerators admixtures shall not be used.

#### **2.1.3.3 Water-Reducing or Retarding Admixture**

Water-reducing or retarding admixture shall meet the requirements of ASTM C 494, Type A, B, or D. High-range water reducing admixture Type F may be used only when approved, approval being contingent upon particular placement requirements as described in the Contractor's Quality Control Plan.

### **2.1.4 Water**

Water for mixing and curing shall be fresh, clean, potable, and free from injurious amounts of oil, acid, salt, or alkali, except that unpotable water may be used if it meets the requirements of COE CRD-C 400.

### **2.1.5 Reinforcing Steel**

Reinforcement and dowels shall be deformed 60 ksi steel.

### **2.1.6 Expansion Joint Filler Strips, Premolded**

See Section 03150 Expansion, Contraction and Construction Joints in Concrete.

### **2.1.7 Joint Sealants - Field Molded Sealants**

See Section 03150 Expansion, Contraction and Construction Joints in Concrete.

### **2.1.8 Waterstops**

## **SAFETY PAYS**

See Section 03150 Expansion, Contraction and Construction Joints in Concrete.

### **2.1.9 Formwork**

Not required.

### **2.1.10 Form Coatings**

Not required.

### **2.1.11 Not Used.**

### **2.1.12 Curing Materials**

Curing materials shall conform to the following requirements.

#### **2.1.12.1 Impervious Sheet Materials**

Impervious sheet materials, ASTM C 171, type optional, except polyethylene film, if used, shall be white opaque.

#### **2.1.12.2 Membrane-Forming Curing Compound**

ASTM C 309, Type 1-D or 2, Class A.

## **PART 3 EXECUTION**

### **3.1 PREPARATION**

#### **3.1.1 General**

Snow, ice, standing or flowing water, loose particles, debris, and foreign matter shall have been removed. Earth foundations shall be satisfactorily compacted. Spare vibrators shall be available. The entire preparation shall be accepted by the Government prior to placing.

#### **3.1.2 Embedded Items**

Reinforcement shall be secured in place; joints, anchors, and other embedded items shall have been positioned. Internal ties shall be arranged so that when the forms are removed all metal will be not less than 2 inches from concrete surfaces permanently exposed to view or exposed to water on the finished structures. Embedded items shall be free of oil and other foreign matters such as loose coatings or rust, paint, and scale. The embedding of wood in concrete will be permitted only when specifically authorized or directed. All equipment needed to place, consolidate, protect, and cure the concrete shall be at the placement site and in good operating condition.

#### **3.1.3 Formwork Installation**

Forms if used shall be properly aligned, adequately supported, and mortar-tight. The form surfaces shall be smooth and free from irregularities, dents, sags, or holes when used for permanently exposed faces. All exposed joints and edges shall be chamfered, unless otherwise indicated.

#### **3.1.4 Production of Concrete**

##### **3.1.4.1 Ready-Mixed Concrete**



## **SAFETY PAYS**

Ready-mixed concrete shall conform to ASTM C 94 except as otherwise specified.

### **3.1.4.2 Batching and Mixing Equipment**

Mixing on site is allowed with approval of the mix design and written permission from the Contracting.

## **3.2 CONVEYING AND PLACING CONCRETE**

Placing concrete shall conform to the following requirements.

### **3.2.1 General**

Concrete placement shall not be permitted when weather conditions prevent proper placement and consolidation without approval. When concrete is mixed and/or transported by a truck mixer, the concrete shall be delivered to the site of the work and discharge shall be completed within 1-1/2 hours or 45 minutes when the placing temperature is 85 degrees F or greater unless a retarding admixture is used. Concrete shall be conveyed from the mixer to the forms as rapidly as practicable by methods which prevent segregation or loss of ingredients. Concrete shall be in place and consolidated within 15 minutes after discharge from the mixer. Concrete shall be deposited as close as possible to its final position in the forms and be so regulated that it may be effectively consolidated in horizontal layers 6 inches or less in thickness with a minimum of lateral movement. The repair process for existing concrete shall start with a clean solid surface. The surface shall be prepared by first applying a grout(1 part cement, 1 part fine sand passing a #30 sieve and sufficient mixing water for a creamy consistency) should be scrubbed with a brush on the existing surface. The minimum depth of the repair area shall be 1 1/2".

### **3.2.2 Consolidation**

Each layer of concrete shall be consolidated by internal vibrating equipment. Internal vibration shall be systematically accomplished by inserting the vibrator through the fresh concrete in the layer below at a uniform spacing over the entire area of placement. The distance between insertions shall be approximately 1.5 times the radius of action of the vibrator and overlay the adjacent, just-vibrated area by a few inches. The vibrator shall penetrate rapidly to the bottom of the layer and at least 6 inches into the layer below, if such a layer exists. It shall be held stationary until the concrete is consolidated and then withdrawn slowly at the rate of about 3 inches per second. Repair concrete that will be placed by hand, shall be hand tamped on 1" layers.

### **3.2.3 Cold-Weather Requirements**

No concrete placement shall be made when the ambient temperature is below 50/F. Suitable covering and other means as approved shall be provided for maintaining the concrete at a temperature of at least 50/F for not less than 72 hours after placing and at a temperature above freezing for the remainder of the curing period. Salt, chemicals, or other foreign materials shall not be mixed with the concrete to prevent freezing. Any concrete damaged by freezing shall be removed and replaced at the expense of the contractor.

### **3.2.4 Hot-Weather Requirements**

When the rate of evaporation of surface moisture, as determined by use of Figure 1 of ACI 308, is expected to exceed 0.2 pound per square foot per hour, provisions for windbreaks, shading, fog spraying, or covering with a light-colored material shall be made in advance of placement, and such protective measures shall be taken as quickly as finishing operations will allow.

## **3.3 FINISHING**

### **3.3.1 General**

## **SAFETY PAYS**

No finishing or repair will be done when either the concrete or the ambient temperature is below 50 degrees F.

### **3.3.2 Finishing Formed Surfaces**

All fins and loose materials shall be removed, and surface defects including tie holes shall be filled. All honeycomb areas and other defects shall be repaired. All unsound concrete shall be removed from areas to be repaired. Surface defects greater than 1/4 inch in diameter and holes left by removal of tie rods in all surfaces not to receive additional concrete shall be reamed or chipped and filled with dry-pack mortar. The prepared area shall be brush-coated with an approved epoxy resin or latex bonding compound or with a neat cement grout after dampening and filled with mortar or concrete. The cement used in mortar or concrete for repairs to all surfaces permanently exposed to view shall be a blend of portland cement and white cement so that the final color when cured will be the same as adjacent concrete.

### **3.3.3 Finishing Unformed Surfaces**

All unformed surfaces shall be finished to match the. Finishing shall not be performed while there is excess moisture or bleeding water on the surface. No water or cement shall be added to the surface during finishing.

#### **3.3.3.1 Not Used.**

#### **3.3.3.2 Trowel Finish**

A trowel finish shall be applied to the wall cap to match existing surfaces. Trowelling shall be done immediately following floating to provide a smooth, even, dense finish free from blemishes including trowel marks. Finished surfaces shall be protected from damage during the construction period.

#### **3.3.3.3 Broom Finish**

Not used.

#### **3.3.3.4 Expansion and Contraction Joints**

Walls: Expansion and contraction joints shall be made in accordance with the details shown or as otherwise specified. Expansion joints shall be provided at existing locations.

## **3.4 CURING AND PROTECTION**

Beginning immediately after placement and continuing for at least 7 days, except for concrete made with Type III cement, at least 3 days, all concrete shall be cured and protected from premature drying, extremes in temperature, rapid temperature change, freezing, mechanical damage, and exposure to rain or flowing water. All materials and equipment needed for adequate curing and protection shall be available and at the site of the placement prior to the start of concrete placement. Preservation of moisture for concrete surfaces not in contact with forms shall be accomplished by one of the following methods:

- a. Continuous sprinkling or ponding.
- b. Application of absorptive mats or fabrics kept continuously wet.
- c. Application of sand kept continuously wet.
- d. Application of impervious sheet material conforming to ASTM C 171.

## **SAFETY PAYS**

e. Application of membrane-forming curing compound conforming to ASTM C 309, Type 1-D, on surfaces permanently exposed to view and Type 2 on other surfaces shall be accomplished in accordance with manufacturer's instructions.

The preservation of moisture for concrete surfaces placed against wooden forms shall be accomplished by keeping the forms continuously wet for 7 days , except for concrete made with Type III cement, 3 days. If forms are removed prior to end of the required curing period, other curing methods shall be used for the balance of the curing period. During the period of protection removal, the temperature of the air in contact with the concrete shall not be allowed to drop more than 25/F within a 24 hour period.

### **3.5 TESTS AND INSPECTIONS**

#### **3.5.1 General**

The individuals who sample and test concrete as required in this specification shall have demonstrated a knowledge and ability to perform the necessary test procedures equivalent to the ACI minimum guidelines for certification of Concrete Field Testing Technicians, Grade I.

#### **3.5.2 Inspection Details and Frequency of Testing**

##### **3.5.2.1 Preparations for Placing**

Construction joints, forms, and embedded items shall be inspected in sufficient time prior to each concrete placement by the Contractor to certify that it is ready to receive concrete.

##### **3.5.2.2 Air Content**

Air content shall be checked at least twice during each shift that concrete is placed. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 231.

##### **3.5.2.3 Slump**

Slump shall be checked twice during each shift that concrete is produced. Samples shall be obtained in accordance with ASTM C 172 and tested in accordance with ASTM C 143.

##### **3.5.2.4 Consolidation and Protection**

The Contractor shall ensure that the concrete is properly consolidated, finished, protected, and cured.

#### **3.5.3 Action Required**

##### **3.5.3.1 Placing**

The placing foreman shall not permit placing to begin until he has verified that an adequate number of acceptable vibrators, if used, which are in working order and have competent operators, are available. Placing shall not be continued if any area is inadequately consolidated.

##### **3.5.3.2 Air Content**

Whenever a test result is outside the specification limits, the concrete shall not be delivered to the forms and an adjustment shall be made to the dosage of the air-entrainment admixture.

##### **3.5.3.3 Slump**

## **SAFETY PAYS**

Whenever a test result is outside the specification limits, the concrete shall not be delivered to the forms and an adjustment should be made in the batch weights of water and fine aggregate. The adjustments are to be made so that the water-cement ratio does not exceed that specified in the submitted concrete mixture proportion.

### **3.5.4 Reports**

The results of all tests and inspections conducted at the project site shall be reported informally at the end of each shift and in writing weekly and shall be delivered within 3 days after the end of each weekly reporting period. See Section 01451 CONTRACTOR QUALITY CONTROL.

--End of Section--







# **SAFETY PAYS**

## **SECTION 05500**

### **MISCELLANEOUS METAL**

PART 1 GENERAL.....	05500-1
1.1 REFERENCES .....	05500-1
1.2 SUBMITTALS .....	05500-2
1.3 GENERAL REQUIREMENTS .....	05500-2
1.4 WORKMANSHIP .....	05500-2
1.5 ANCHORAGE .....	05500-3
1.6 QUALIFICATION OF WELDERS AND WELDING OPERATORS .....	05500-3
1.7 MEASUREMENT AND PAYMENT .....	05500-3
 PART 2 PRODUCTS .....	 05500-3
2.1 MISCELLANEOUS METALS AND STANDARD METAL ARTICLES .....	05500-3
2.2 METALLIC COATINGS .....	05500-4
2.3 MISCELLANEOUS .....	05500-4
2.4 SHOP PAINTING .....	05500-4
 PART 3 EXECUTION .....	 05500-5
3.1 GENERAL REQUIREMENTS .....	05500-5
3.2 INSTALLATION .....	05500-5
3.3 PROTECTION OF FINISHED WORK .....	05500-5
3.4 TESTS.....	05500-5
--End of Section--.....	05500-6





# **SAFETY PAYS**

## **SECTION 05500**

### **MISCELLANEOUS METAL**

#### **PART 1 GENERAL**

##### **1.1 REFERENCES**

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

##### **AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)**

ASTM A 53	(1993a) Pipe, Steel, Black and Hot-Dipped, Zinc Coated Welded and Seamless
ASTM A 123	(1989a) Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products
ASTM A 307	(1993) Carbon Steel, Bolts and Studs, 60,000 PSI Tensile Strength
ASTM A 325	(1993) Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 446	(1993) Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process, Structural (Physical) Quality
ASTM A 500	(1993) Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
ASTM A 525	(1993) General Requirements for Steel Sheet, Zinc-Coated (Galvanized) by the Hot-Dip Process

##### **AMERICAN WELDING SOCIETY (AWS)**

AWS D1.1	(1994) Structural Welding Code - Steel
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##### **FEDERAL SPECIFICATION (FS)**

FS RR-G-661	(Rev E; Am 1) Gratings, Metal, Bar Type (Floor, Except for Naval Vessels)
FS TT-P-320	(Rev D) Pigment, Aluminum: Power and Paste for Paint
FS TT-P-645	(Rev B) Primer, Paint, Zinc-Molybdate, Alkyd Type
FS TT-V-119	(Rev D; Am 2) Varnish, Spar, Phenolic-Resin

##### **MILITARY SPECIFICATION (MS)**

MS MIL-P-21035	(Rev B) Paint, High Zinc Dust Content, Galvanizing Repair (Metric)
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## **SAFETY PAYS**

### **1.2 SUBMITTALS**

Government approval is required for submittals with a "GA" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01300 SUBMITTAL PROCEDURES:

SD-04 Drawings

Miscellaneous Metal Items; GA.

Detail drawings indicating material thickness, type, grade, and class; dimensions; and construction details. Drawings shall include catalog cuts, erection details, manufacturer's descriptive data and installation instructions, and templates. Detail drawings for the following items:

Vortex Suppressor Grating (Galvanized Steel)  
Grating Fasteners (Galvanized Steel)

SD-08 Statements

Welding Procedures for Structural Steel; GA.

Schedules of welding procedures for steel structures shall be submitted and approved prior to commencing fabrication.

Structural Steel Welding Repairs; GA.

Welding repair plans for steel shall be submitted and approved prior to making repairs.

SD-13 Certificates

Qualification of Welders and Welding Operators; FIO.

Certifications for welders and welding operators shall be submitted prior to commencing fabrication.

Grating Fasteners; GA.

Supply data showing proper fasteners and fastening patterns.

### **1.3 GENERAL REQUIREMENTS**

The Contractor shall verify all measurements and shall take all field measurements necessary before fabrication. Welding to or on structural steel shall be in accordance with AWS D1.1. Items specified to be galvanized, when practicable and not indicated otherwise, shall be hot-dip galvanized after fabrication. Galvanizing shall be in accordance with ASTM A 123, ASTM A 446, or ASTM A 525, as applicable. Exposed fastenings shall be compatible materials, shall generally match in color and finish, and shall harmonize with the material to which fastenings are applied. Materials and parts necessary to complete each item, even though such work is not definitely shown or specified, shall be included. Poor matching of holes for fasteners shall be cause for rejection. Fastenings shall be concealed where practicable. Thickness of metal and details of assembly and supports shall provide strength and stiffness. Joints exposed to the weather shall be formed to exclude water.

### **1.4 WORKMANSHIP**

Miscellaneous metalwork shall be well formed to shape and size, with sharp lines and angles and true curves. Drilling and punching shall produce clean true lines and surfaces. Welding shall be continuous along the entire area of contact except where tack welding is permitted. Exposed connections of work in place shall not be tack welded. Exposed welds shall be ground smooth. Exposed surfaces of work in place shall have a smooth finish, and unless

## **SAFETY PAYS**

otherwise approved, exposed riveting shall be flush. Where tight fits are required, joints shall be milled. Corner joints shall be coped or mitered, well formed, and in true alignment. Work shall be accurately set to established lines and elevations and securely fastened in place. Installation shall be in accordance with manufacturer's installation instructions and approved drawings, cuts, and details.

### **1.5 ANCHORAGE**

Anchorage shall be provided where necessary for fastening miscellaneous metal items securely in place. Anchorage not otherwise specified or indicated shall include slotted inserts made to engage with the anchors, expansion shields, and power-driven fasteners when approved for submerged concrete; toggle bolts and through bolts for masonry; machine and carriage bolts for steel; and lag bolts and screws for wood.

### **1.6 QUALIFICATION OF WELDERS AND WELDING OPERATORS**

The Contractor shall certify that the welders, welding operators and tack welders who will perform structural steel welding have been qualified for the particular type of work to be done in accordance with the requirements of AWS D1.1, Section 5, prior to commencing fabrication. The certificate shall list the qualified welders by name and shall specify the code and procedures under which qualified and the date of qualification. Prior qualification will be accepted if welders have performed satisfactory work under the code for which qualified within the preceding three months. The Contractor shall require welders to repeat the qualifying tests when their work indicates a reasonable doubt as to proficiency. Those passing the requalification tests will be recertified. Those not passing will be disqualified until passing. All expenses in connection with qualification and requalification shall be borne by the Contractor.

### **1.7 MEASUREMENT AND PAYMENT**

Measurement and payment shall be made for the installation of a vortex suppressor at the contract lump sum price. Such payment will be full compensation for furnishing all materials, labor, and equipment necessary to complete the installation.

#### **PAY ITEM**

#### **PAY UNIT**

Install Vortex Suppressor

Lump Sum

## **PART 2 PRODUCTS**

### **2.1 MISCELLANEOUS METALS AND STANDARD METAL ARTICLES**

Miscellaneous metal materials and standard metal articles shall conform to the respective specifications and other designated requirements. Sizes shall be as specified or shown. Where material requirements are not specified, materials furnished shall be suitable for the intended use and shall be subject to approval.

#### **2.1.1 Structural Steel**

ASTM A 36

#### **2.1.2 Bolts, Nuts, and Washers**

Bolts, nuts, and washers shall be of the material, grade, type, class, style and finish indicated or best suited for intended use.

##### **2.1.2.1 High-Strength Bolts, Nuts, and Washers**

ASTM A 325, hot-dip galvanized, unless otherwise indicated..

## **SAFETY PAYS**

### **2.1.2.2 Bolts, Nuts, and Washers (Other Than High-Strength), unless otherwise indicated shall be**

- a. Bolts - ASTM A 307, Grade A, hot-dip galvanized.
- b. Nuts - ASME B18.2.2, hot-dip galvanized.
- c. Washers

Lock Washer - ASME B18.21.1, hot-dip galvanized.

### **2.1.3 Vortex Suppressor Grating**

Vortex suppressor grating shall be of the material and size shown, and shall be fabricated in sectional panels of the width and length shown, or as appropriate, to accurately fit within the supporting recess frames. Openings through panels shall be provided as shown or as required. Edges of gratings and openings through gratings that require the cutting of more than one bearing bar shall be banded. Fasteners shall be of the type recommended by the manufacturer and approved.

## **2.2 METALLIC COATINGS**

- a. Zinc Coatings - Zinc coatings shall be applied in a manner and of a thickness and quality conforming to ASTM A 123. Where zinc coatings are destroyed by cutting, welding or other causes the affected areas shall be regalvanized. Coatings 2 ounces or heavier shall be regalvanized with a suitable low-melting zinc base alloy similar to the recommendations of the American Hot-Dip Galvanizers Association to the thickness and quality specified for the original zinc coating. Coatings less than 2 ounces shall be regalvanized by a repair compound conforming to MS MIL-P-21035.

## **2.3 MISCELLANEOUS**

Miscellaneous plates and shapes for items that do not form a part of the structural steel framework, such as miscellaneous mountings and frames, shall be provided to complete the work.

### **2.3.1 Inspection of Structural Steel Welding**

The Contractor shall maintain an approved inspection system and perform required inspections in accordance with Contract Clause CONTRACTOR INSPECTION SYSTEM. Welding shall be subject to inspection to determine conformance with the requirements of AWS D1.1, the approved welding procedures and provisions stated in other sections of these specifications. Nondestructive examination of designated welds will be required. Supplemental examination of any joint or coupon cut from any location in any joint may be required.

### **2.3.2 Visual Examination**

All completed welds shall be cleaned and carefully examined for insufficient throat or leg sizes, cracks, undercutting, overlap, excessive convexity or reinforcement and other surface defects to ensure compliance with the requirements of AWS D1.1, Section 3 and Section 9, Part D.

## **2.4 SHOP PAINTING**

Unless otherwise specified, surfaces of ferrous metal, except galvanized surfaces, shall be cleaned and shop coated with the manufacturer's standard protective coating. Items to be finish painted shall not be given a bituminous protective coating. Surface shall be cleaned with solvents to remove grease and oil and with power wire-brushing or sandblasting to remove loose rust, loose mill scale, and other foreign substances. Surfaces of items embedded in concrete shall not be painted.

# SAFETY PAYS

## PART 3 EXECUTION

### 3.1 GENERAL REQUIREMENTS

All items shall be installed at the locations shown and according to the manufacturer's recommendations. Items listed below require additional procedures as specified.

### 3.2 INSTALLATION

All parts to be installed shall be thoroughly cleaned. Packing compounds, rust, dirt, grit and other foreign matter shall be removed. Holes and grooves for lubrication shall be cleaned. Enclosed chambers or passages shall be examined to make sure that they are free from damaging materials. Where units or items are shipped as assemblies they will be inspected prior to installation. Disassembly, cleaning and lubrication will not be required except where necessary to place the assembly in a clean and properly lubricated condition. Pipe wrenches, cold chisels or other tools likely to cause damage to the surfaces of rods, nuts or other parts shall not be used for assembling and tightening parts. Bolts and screws shall be tightened firmly and uniformly but care shall be taken not to overstress the threads. When a half nut is used for locking a full nut the half nut shall be placed first and followed by the full nut. Threads of all bolts except high strength bolts, nuts and screws shall be lubricated with an approved lubricant before assembly. Threads of corrosion-resisting steel bolts and nuts shall be coated with an approved antigalling compound. Driving and drifting bolts or keys will not be permitted.

#### 3.2.1 Alignment and Setting

Structural units shall be accurately aligned by the use of galvanized steel shims or other approved methods so that no binding in any moving parts or distortion of any member occurs before it is fastened in place. The alignment of all parts with respect to each other shall be true within the respective tolerances required.

### 3.3 PROTECTION OF FINISHED WORK

#### 3.3.1 Finished Surfaces

Finished surfaces shall be thoroughly cleaned of foreign matter. All finished surfaces shall be protected by suitable means. Finished surfaces of ferrous metals to be in bolted contact shall be washed with an approved rust inhibitor and coated with an approved rust resisting compound for temporary protection during fabrication, shipping and storage periods. Finished surfaces of metals which shall be exposed after installation except corrosion resisting steel or nonferrous metals shall be painted as specified below:

The following painting schedules identify the surfaces to be painted and prescribe the paint to be used and the number of coats of paint to be applied.

EXTERIOR PAINTING SCHEDULE			
Surface	First Coat	Second Coat	Third Coat
Ferrous metal unless otherwise specified	SSPC Paint 5	CID A-A-2962 Type I Class A Grade C	CID A-A-2962 Type I Class A Grade C
Ferrous metal unless otherwise specified	SSPC Paint 25	CID A-A-2962 Type I Class A Grade C	CID A-A-2962 Type I Class A Grade C
Ferrous metal unless otherwise specified	SSPC Paint 23	FS TT-E-2784 Type I	FS TT-E-2784 Type I

### 3.4 TESTS

## **SAFETY PAYS**

### **3.4.1 Workmanship**

Workmanship shall be of the highest grade and in accordance with the best modern practices to conform with the specifications for the item of work being furnished.

### **3.4.2 Production Welding**

Production welding shall conform to the requirements of AWS D1.1 or AWS D1.2 as applicable. Studs on which pre-production testing is to be performed shall be welded in the same general position as required on production items (flat, vertical, overhead or sloping). Test and production stud welding will be subjected to visual examination or inspection. If the reduction of the length of studs becomes less than normal as they are welded, welding shall be stopped immediately and not resumed until the cause has been corrected.

--End of Section--

--End of Section--





